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## CURRENT TOPICS.

TO RE-OPEN a case after judgment for the purpose of hearing further evidence, either on one side or the other, would, in the ordinary course of events, be a very dangerous precedent. But in a recent case, which calls for no report upon the merits, FARWELL, J., considered that the peculiar circumstances justified him in so doing. The plaintiff had fainted at the close of her examination-in-chief, and was unable to be cross-examined. The learned judge therefore ruled her evidence out *in toto*. Another witness for the plaintiff gave evidence, but her solicitor, a most important witness, failed to answer when called, and judgment was given for the defendant just before the court rose for luncheon. During the interval the solicitor arrived, having been travelling up from the country since early morning. On his satisfying the court that he had come by the first possible train after he had received intimation of the trial, the learned judge withdrew his judgment, and consented to take his evidence, the defendant's counsel offering no opposition to such a course. In the result judgment was given for the plaintiff, and in all probability the costs of an appeal were thus saved. There is authority for the proposition that a judge may re-hear a matter before the order is drawn up (*Re Roberts*, 1887, W. N. 231) if attention is called to something which has not been sufficiently considered, but it is doubtful if the discretion of the court has ever previously extended so far as to admit the evidence of a new witness after judgment.

AT THE Mansion House dinner to the judges Maitre LABORI expressed in graceful terms his sense of the hospitality he had received in this country. His life, he said, for the last ten days had been an uninterrupted *fête*—a *fête* the more dear to his mind and heart because it was a professional *fête*. "Grand day" at Lincoln's-inn had, however, evidently impressed him, as a Frenchman, with the quaint incongruity of the proceedings. He was told on the card of invitation that

there would be no speeches, and he was only asked to dine with the benchers. He went there and "passed a most excellent evening and ate a splendid dinner." But, to his surprise, there was something more than a dinner and there were speeches. After he had completed his repast, he accompanied the benchers to their room, "where they had many bottles of excellent wine." And the "no speeches" were represented by an address by Mr. Justice MATHEW, and a response by himself. When M. LABORI has been longer in this country, he will find that in legal matters there are other rules as to no speeches which are made only to be broken. He has heard, for instance, from the head of the judiciary that the function of a judge is to listen, not to talk; a tour round the courts will tell him how this maxim is observed.

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A RECENT CASE shews that the rule that articles of association do not constitute a contract between the company and a person, not a party to them, for whose benefit they are inserted, is not yet fully appreciated. It was common in the early days of limited companies to insert an article providing that "—— shall be the solicitors of the company"; but since *Eley* v. *Positive, &c., Assurance Society* (1 Ex. Div. 20, on app., p. 88) this practice has, we believe, been generally abandoned. In that case Lord CAIRNS, while holding that the contract was not binding, on the ground above mentioned, reserved his judgment as to whether a clause of that kind was obnoxious to the principles by which the courts are governed in deciding on questions of public policy, but he said it was "a grave question whether a contract under which a solicitor is not bound to give any particular services, but the company, on the other hand, are bound to employ him for all their business, and to continue to do so, however incompetent he may prove to be in point of physical health or otherwise, until they can convict him of some positive misconduct, is a contract which the courts would enforce," and he intimated that, as the article was not brought to the notice of those who joined the company from receiving circulars, it was not a proceeding which the court would encourage in any way. In the recent case of *Re Rhodesian Properties (Limited)* (reported elsewhere), decided by WRIGHT, J., it was provided by the articles that "Messrs. —— shall be the solicitors of the company at an annual retaining fee of 100 guineas." Mr. Justice WRIGHT laid it down that "it was incompetent for a solicitor, being in the relation in which he stood towards the company, to insert in its articles of association anything for his own benefit of such an unusual character as this clause without explaining it to the directors, and possibly to the shareholders."

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UNDER section 55 of the Bankruptcy Act, 1883, a trustee in bankruptcy is entitled to disclaim leasehold lands burdened with onerous covenants, and also unprofitable contracts, but according to the construction placed upon the section by the Court of Appeal in *Re Bastable* (reported elsewhere) this will not be allowed to be done to the prejudice of persons who have already, by virtue of a contract, obtained an equitable interest in the bankrupt's property. The bankrupt was entitled to a leasehold house, subject to a mortgage by way of sub-demise for £300. Before the bankruptcy he had entered into a contract to sell the property, subject to the mortgage, for £390, but the bankruptcy occurred before the purchase had been completed. The trustee appears to have considered the contract to be an unprofitable one for the bankrupt's estate, and he asserted the right to disclaim it under the section, although he had no intention of disclaiming the lease at the same time. The natural operation of the section, however, is to enable the trustee to get rid of contracts which actually impose burdens on the bankrupt's estate—contracts, for instance, which involve the payment of sums of money. It is a different matter to extend it to cases where the trustee thinks he can improve upon contracts into which the debtor has entered for the disposal of his property. The purchaser from the debtor has already under the contract obtained an equitable interest, and whatever effect a disclaimer might have in respect of the bankrupt's estate, the section does not provide for divesting this interest out of the purchaser. According to the judgment of ROMER, L.J., the disclaimer, if persisted in, would deprive the trustee of the right to recover the purchase-money; but it could not destroy an interest in the property which had vested in the purchaser before the bankruptcy. Practically this meant that the trustee could not disclaim the contract, but, unless he disclaimed the lease, was bound to assign it to the purchaser on payment of the purchase-money. It is obvious that any other result would be attended with very serious consequences. No contract would be safe, for there would always be the possibility of its being placed by the bankruptcy of the vendor at the mercy of his trustee.

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AN INTERESTING point was decided by RIDLEY and BIGHAM, JJ., in *Mann* v. *Nurse*, as to the jurisdiction of justices in a case where a *bonâ fide* claim of title to property is raised by a person accused of an offence against the game laws. The defendant had shot a pheasant on ground which formed part of a piece of land set out by an inclosure award for the expressed purpose of supplying the occupiers of certain scheduled houses with common of pasture for a restricted number of beasts. The defendant occupied one of the three houses, and raised the contention that the provisions of the award above referred to gave him the right to kill game on the land in question. The occupier of another of the scheduled houses gave evidence that he had shot on the land for many years without any objection being made. No other evidence in support of a *bonâ fide* claim of right was given; the justices, however, held that their jurisdiction was ousted, and the Divisional Court upheld their decision, but RIDLEY, J., appears to have said that he saw nothing in the facts which entitled the respondent to say that he was entitled to the right. The case undoubtedly falls very near the line; the mere assertion of a *bonâ fide* claim of right is not of itself sufficient to oust the jurisdiction of the justices; the claim must be raised on reasonable grounds: *Leatt* v. *Vine* (30 L. J. M. C. 207). As LINDLEY, J., observed in *Watkins* v. *Major* (L. R. 10 C. P. 662) "the person who sets up a claim of right must shew some ground for its assertion"; in that case the justices convicted a boy of trespass in pursuit of game, although his father claimed the right to shoot over a common on which his house abutted, and the court held that they were entitled to do so. The evidence in support of the claim of right which was given in *Mann* v. *Nurse* does not appear to have been stronger than that given in *Watkins* v. *Major*, and if, as RIDLEY, J., appears to have thought, the evidence contained nothing to support the claim, it is difficult to see why the case was not covered by *Watkins* v. *Major* and other cases in which a similar point arose.

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THE COMPULSORY taking by a public authority of land held upon a possessory title frequently raises nice questions as to the right of the possessor to have the compensation money paid to him. When the land has been held for a sufficient number of years to destroy the title of the former owner, an absolute title is then vested in the possessor, and there is, of course, no reason why this should not be recognized. Hence, where under such circumstances the money has been paid into court, it will be ordered to be paid out to the claimant whose title has thus been perfected by the lapse of the statutory period. In *Ex parte Chamberlain* (28 W. R. 565, 14 Ch. D. 323) the claimant had been in possession for twenty-six years after the expiration of a long lease, and BACON, V.C., held that, in the absence of evidence of any special extension of time being required to provide for disabilities, &c., this was enough to establish his title as owner, and to enable him to claim the purchase-money. In *Gedye* v. *Commissioners of Works* (39 W. R. 598; 1891, 2 Ch. 630) it was doubted in the Court of Appeal whether the circumstances really justified this result. "I gravely doubt," said BOWEN, L.J., "the correctness of the decision in *Ex parte Chamberlain*." But this is only a doubt, and twenty-six years should, in ordinary circumstances, be sufficient to establish a title. The real point in *Gedye's case* was that if, at the date of the taking of the land, the statute has not begun to

run at all, so that the occupier has no more than an expectation that he will hereafter be able to gain a title by adverse possession, then this expectation does not confer any interest which the court can recognize. This is the case, for instance, where a term is still running and the reversioner is unknown. But in the intermediate case—where the statute has commenced to run, but the necessary period to confer a good adverse title has not elapsed—there is no ground for defeating the interest of the possessor, and it is sufficient that the money shall be kept in court until the possibility of any claim being successfully made by the true owner has disappeared. This course has been adopted in several cases, the latest being the recent case of *Re Harris* (1901, 1 Ch. 931), before JOYCE, J. By deed dated 1810 an annuity of £100 was granted during the lives of nine persons and the survivors of them, and a trust term of 200 years was created to secure it. The term was to cease upon the cessation of the annuity. Default was made in payment of the annuity and the annuitant went into receipt of the rents of the premises, and he and his successors remained in receipt without accounting from 1829 to 1900. The survivor of the nine persons died in 1895. The premises were taken in 1900. JOYCE, J., held that the statutory period of twelve years from 1895 must elapse before the money could be paid to the possessor.

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THE PREJUDICE and strong partizan feeling which nearly always are present when any question touching the liquor trade comes up, is probably responsible for the many cases in which the decisions of licensing justices are impeached on the ground of bias. When there is the slightest personal bias, when there is anything of a nature affecting the justice himself which makes it at all likely that he may be unable to bring a judicial mind to bear upon any matter, then he certainly should not act. It has long been recognized that the least pecuniary interest will invalidate a magistrate's decision. But when bias is alleged merely because a justice has taken part as a member of a public body in business closely related to the subsequent application for a licence, and that public body is interested in the granting or refusal of the licence, it is by no means so clear why the justice should not act. A case of this sort came before the Court of Appeal last week in *Rex* v. *Justices of Sunderland* (reported elsewhere). It was proved that certain members of the corporation, who were also justices for the borough, had first arranged a contract under which the ratepayers of the borough would derive considerable advantage from the granting of a certain licence, and then had sat as licensing justices and as members of the confirming authority. The facts closely resembled those in *Regina* v. *The Justices of Stockport* (60 J. P. 552). In that case DAY, J., said that the justice whose conduct was in question had sat first as an alderman and then as a justice, and that he saw no reason for questioning the propriety of his so acting. In the recent case the Divisional Court followed this decision, and discharged the rule *nisi* that had been granted for a *certiorari* to bring up and quash the grant of the licence. The Court of Appeal, has, however, now overruled both cases and has held that members of the corporation which had taken part in arranging the contract by which the town was to benefit from the granting of the licence were incapacitated from acting as licensing justices. This, then, must now be taken as the law in such cases. We, however, prefer the view taken by the Divisional Court on two occasions, that where no kind of improper motive can be alleged, and where no private advantage can be gained, a public officer may act in two different capacities, even where his action in one capacity may to some extent affect his action in the other, without any impropriety. An alderman believes that a licensed house in a certain part of the town is required, and that the corporation might provide a site with profit to the inhabitants. He then, acting in what he believes to be the best interests of the town, helps to make a contract between the corporation and a firm of brewers to sell the site to the brewers on condition of a licence being obtained. At the subsequent licensing meeting, and the meeting of the confirming authority, what is there to prevent this alderman from judicially weighing fresh facts and arguments which may be brought forward against the granting of the licence? A man who has only the requirements of his town and its general advantage in view, and no private interest whatever in the matter, surely may be trusted to act conscientiously. If he is a fit and proper person to be an alderman, and also to be a justice of the peace, is he not fit to act in both capacities? It is perhaps better that he should avoid all question by not acting in both capacities, but that ought to be merely a matter of taste, and he should not be positively forbidden by the law to so act.

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CONSIDERABLE DOUBT has been thrown, in the case referred to above of *Rex* v. *The Justices of Sunderland*, upon the correctness of the opinion that *certiorari* does not lie to justices sitting in general annual licensing meeting. Where bias on the part of licensing justices was alleged, *certiorari* seems to have been the regular mode of raising the question for the decision of the High Court for many years. In *Reg.* v. *Sharman* (46 W. R. 367; 1898, 1 Q. B. 578), however, the point was taken that, as the House of Lords had decided in *Boulter* v. *The Justices of Kent* (46 W. R. 114; 1897, A. C. 556) that justices at a licensing meeting are not a court, therefore *certiorari* will not lie to them. WRIGHT, J., said, "This is not a case for *certiorari* . . . It seems to us that the decision of the justices to grant the licence is not a judicial order which can be brought up by that process, but is a conclusion formed in the exercise of their administrative functions as the licensing authority." This was followed in *Reg.* v. *Bowman* (1898, 1 Q. B. 663) and in *Reg.* v. *Cotham* (46 W. R. 512; 1898, 1 Q. B. 802). The King's Bench Division has, however, refused to extend the principle to justices sitting as the confirming authority, on the strength of section 43 of the Licensing Act, 1872, which gives that body power "to award such costs as they shall deem just to the party who shall succeed in the proceedings before them": *Reg.* v. *The Justices of Manchester* (1899, 1 Q. B. 571). The Court of Appeal in the recent case, and, on other occasions, has approved of this decision, but has refused to express any definite opinion on *Reg.* v. *Sharman*. The manner in which the judges have spoken of that decision, however, is certainly not favourable. The Master of the Rolls said that "possibly" *certiorari* would not lie, but it was clear that was not his opinion. In *Reg.* v. *Nicholson* (1899, 2 Q. B. 455) VAUGHAN WILLIAMS, L.J., said: "I desire to guard myself from appearing to assent to the proposition that the only record that can be brought up by *certiorari* must be that of a court of record, or that an order to be brought up must be that of persons exercising judicial, or what have been called *quasi*-judicial, functions. In my opinion there are other cases in which it will be found that the remedy by *certiorari* is available." It seems, therefore, very likely that when the Court of Appeal has an opportunity it will overrule *Reg.* v. *Sharman*, and restore the old and familiar practice. Now, whatever may have been the *dicta* of the judges in *Boulter's case*, the decision was, not that a licensing meeting is not a court, but that it is not a court of summary jurisdiction. It is submitted that, without being a court of summary jurisdiction, it may still be a court. But even if it is not a court at all, it does not seem to be quite certain that *certiorari* can apply only to a court. Anyhow, it is rather absurd if *certiorari* does not lie to the licensing meeting, and yet does lie to the confirming authority; and it is to be hoped that the Court of Appeal will soon have the opportunity of dealing with the matter and putting an end to the present state of confusion.

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A CASE is now proceeding in the French courts, in which the trustees of the family estates of the present Sir ROBERT PEEL seek to recover possession of pictures sold by him. The facts relating to the sale of these pictures have been referred to in previous cases in the Chancery Division. It appears that the family estates were settled in 1890, in the events which have happened, to the use of Sir ROBERT PEEL for life, with remainder to his first and other sons in tail male, with remainder to Viscount PEEL for life, with remainder to his first and other sons in tail male, with remainders over. Certain chattels, including the pictures in question, were settled as heirlooms so as to devolve with the estate. The pictures are stated in the French proceedings to comprise works

of Gainsborough, Rembrandt, Ruysdael, and Sir Thomas Lawrance. No order by the court under section 37 of the Settled Land Act, 1882, has ever been made authorizing the sale of these pictures. The defendant in the action brought by the trustees is a picture dealer in France, and he alleges that he bought the pictures at a reasonable price from Sir Robert Peel in France, and that he knew nothing of the deed of settlement or of the English law regulating the settlement of chattels as heirlooms. If the action had been tried in this country, it is not, at first sight, easy to see how the defendant could shape his case. Ignorance of the law would be no excuse, and though Sir Robert Peel was undoubtedly the custodian of the pictures, there could be no question of estoppel so far as the trustees were concerned. The presumption would be rather that the tenant for life had no power to sell family pictures, and, as was said by Lindley, L.J., in *Re The Duke of Marlborough's Settlement* (32 Ch. D. 1), "it is a startling and new idea to any conveyancer that a tenant for life should be able to sell heirlooms." We turned, therefore, with some interest to the arguments urged by the French advocates who appeared for the defence. It was not suggested that Sir Robert Peel had a right to remove the pictures to France, but it was contended that he was in legal possession of them at the time of the sale, and that the English law relating to settlement of chattels ought not to be admitted so as to invalidate a transaction entered into in France. We do not profess to have any special knowledge of French law, but we have heard it suggested that, for the sake of upholding *bond fide* mercantile transactions, foreign courts may extend the principle of the Factors Acts further than they have been extended in this country; but to an English lawyer it does not seem easy to see how it can be said that Sir Robert Peel was an agent "entrusted with the possession" of the pictures by the real owner, when it would appear that he was never "entrusted with their possession" in France. The decision, which has not yet been given, will be awaited with interest by all who have occasion to consider the conflict of laws.

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A rather curious question as to the effect of a contract which is intended to keep up prices arose in the recent case of *Elliman & Co.* v. *Carrington & Son* (*ante*, p. 536). It is of course easy to find authorities that combinations which are intended to keep up or to lower wages are illegal (see *Hilton* v. *Eckersley*, 6 E. & B. 47), and, so recently as 1890, it was held by a Divisional Court (Day and Lawrance, JJ.) in *Urmston* v. *Whitelegg Brothers* (63 L. T. 455) that an agreement between the members of a mineral water association, by which the members bound themselves for a term of years not to sell at a price per dozen bottles less than 9d., or such other price not less than that amount as the committee should from time to time direct, was not enforceable. "The rule still obtains," said Day, J., "that combination for the mere purpose of raising prices is not enforceable in a court of law." It would have been well had this statement been tested in the Court of Appeal, but there an easier ground was discovered for deciding the case. The agreement contained no restriction of area and the period of ten years was too long. For these reasons the restraint was held to be unreasonable and void. "We agree," said Lord Esher, M.R., "with the decision of the Divisional Court, but the reasons for that decision given by the learned judges proceeded upon another view, and that view raised so large and important a question that we desire to express no opinion upon it, as is not necessary to do so." Whether such an agreement will be held void as a combination for the purpose of raising prices cannot, in view of recent changes of opinion upon the question of trade combination, be regarded as at all certain. At any rate the decision in *Urmston* v. *Whitelegg* was not regarded by Kekewich, J., as decisive of the case before him. The plaintiffs, who were the proprietors of a well-known embrocation, bound purchasers from them not to retail the goods below a certain price, and to obtain similar agreements from sub-purchasers. The defendants had purchased on these terms, but had neglected to impose similar terms on their sub-purchasers. The plaintiffs accordingly claimed an injunction and damages. The case obviously differs from those in which there is a combination to raise the price of an article in common use. The agreement only related to an article manufactured by the plaintiffs, which they could manufacture and sell on their own terms. Hence Kekewich, J., held that their claim for breach of the agreement was good. In other words, the public have no right to obtain such an article at any price at which an enterprizing trader, guided only by motives of trade competition, is willing to sell it. The regulation of the price can be retained by the manufacturer under his own control.

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An ingenious mode of ensuring the services of a leading counsel in the King's Bench Division was disclosed by some remarks which, we are informed, were recently made by Mr. Justice Grantham. The learned judge observed that he had noticed a certain case in his list about six days previously, which would, under ordinary circumstances, have been tried on the day following. But it had been transferred to the bottom of the Lord Chief Justice's list, where it had remained from day to day, and had not yet been tried. The learned judge had discovered that this course had been taken for the convenience of counsel, who was engaged in the previous cases in the Lord Chief Justice's Court. The suitor had thus preferred the lesser of two evils, and had consented to lose time in order that the services of his leader might be ensured. Such a dilemma could not have arisen under the system which prevails in the Chancery Courts. But this arrangement would, of course, be impracticable on the common law side so long as the present circuit system exists.

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## THE RECOVERY OF ANNUAL SUMS CHARGED ON LAND.

The recent decision of a Divisional Court (Channell and Bucknill, JJ.) in *Skene* v. *Cook* (1901, 2 K. B. 7), deals with a question which has frequently arisen with respect to the operation of the Real Property Limitation Acts upon annual sums issuing out of or charged upon land. By section 2 of the Act of 1833 a limitation of twenty years—now, under the Act of 1874, twelve years—was placed upon the making of an entry or distress, or the bringing of an action "to recover any land or rent," and by section 1 of the earlier Act "rent" is defined as extending "to all heriots and to all services and suits for which a distress may be made, and to all annuities and periodical sums of money charged upon or payable out of any land," except where such a construction is excluded by the nature of the provision or the context of the Act. Under these sections the point very soon arose whether the statutory limit applied in the case of non-payment of rent reserved upon a lease, so as, in the event of non-payment by the tenant for the specified period, to bar the right of the landlord to recover rent during the residue of the term. Undoubtedly the definition clause was wide enough to cover rent of this nature, but such a construction would have had the disastrous result that, after the lapse of twenty years, a stranger might by receiving the rent from the tenant have acquired a title to the land under section 9 of the Act of 1833 so as to deprive the landlord of the right to recover at the end of the term; although, while the term was running, the landlord, having lost his right to recover rent, could not have prevented such wrongful receipt. The general scheme of the Act of 1833 indicated, however, that the intention of section 2 was not to bar the right to recover conventional rents reserved upon leases for years, but only to bar the right to recover rents which might be regarded as independent property arising out of the land—rent-charges, in short—and in *Paget* v. *Foley* (2 Bing. N. C. 679) and *Grant* v. *Ellis* (9 M. & W. 113) this view was supported by the analogy of the old remedy for the recovery of rents of this nature. "In section 2," said Tindal, C.J., in the former case, "it is clear that the word 'rent' is used to express charges for which an assize would lie—rents which are a charge on land." "The defendant contends," said Rolfe, B., in the latter case, "that the word 'rent,' in the second section of the statute, cannot be taken to have any reference to rents such as that now in question—namely, rents reserved on leases for years by contract between the parties, as the conventional equivalent for the right of occupation; but must be confined to rents existing as an inheritance distinct

from the land, and for which before the statute the party entitled might have had an assize, such as ancient rent-service, fee-farm rents, or the like. We accede to this latter view of the case."

The construction thus adopted would have been less reliable had it rested solely upon the analogy of the remedy by assize. One of the objects of the Act of 1833 was to abolish real actions, and, as was pointed out by Lord SELBORNE, C., in *Irish Land Commission* v. *Grant* (10 App. Cas., p. 26), the application of the Act could hardly be made to depend upon the old forms for the recovery of rent. The decision in *Grant* v. *Ellis*, however, proceeded also upon the general scheme of the Act, and particular notice was taken of the position of the landlord at the end of the lease, to which we have just referred. The policy of the statute is to preserve for him the right to recover the land on the expiration of the term, save only in the event of the wrongful receipt of rent under section 9; and in preserving the reversion the Legislature have also preserved the rent which is incident to it. "As the rights of the reversioner," said ROLFE, B., "which are to be enforced when the particular estate is determined, are certainly preserved, it seems impossible to imagine that those rights which exist as incidents to the reversion during the subsistence of that particular estate, could have been intended to be extinguished." With reference to rents reserved on leases, this judgment has been accepted as conclusive, and it is now a settled principle in the law of landlord and tenant that no lapse of time bars the recovery of rent. "It is now clearly established, said Lord CRANWORTH in *Archbold* v. *Scully* (9 H. L. C., p. 375), "that so long as the relation of landlord and tenant subsists as a legal relation, the landlord's right to rent is not barred by non-payment, for however long a time."

It has sometimes been thought that the effect of *Grant* v. *Ellis* was to establish that section 2 of the Act of 1833 applied only to cases where there were two adverse claimants to a rent-charge, and not as between the person who claimed the rent and the person who had to pay it. "The Statute of Limitations," it was said in *Netterville* v. *Power* (13 Ir. Jur. 123), "was intended to apply to adverse claimants of rent-charge, and not to questions between owners and occupiers." But though this was a natural deduction from a provision which placed rent-charges on the same footing as land, yet it was not really necessary to support the reasoning in *Grant* v. *Ellis*. In introducing the analogy of the recovery of rents by assize, ROLFE, B., expressly noticed that, upon the mere withholding of a rent, the person to whom it was due might elect to consider himself disseised, and might enforce his right as against the occupier of the land by an assize, and it is now quite settled that, provided the rent is one to which section 1 of the Act of 1874 applies, the statutory bar operates as much in favour of an owner or occupier who simply fails to pay the rent, as in favour of an adverse claimant who has succeeded in obtaining payment to himself: see *Irish Land Commission* v. *Grant* (10 App. Cas. 14).

But the decision that the Real Property Limitation Acts do not bar rents reserved on leases for years is negative only, and leaves room for discussion as to the operation of the Acts upon annual payments which, while not being rents of this nature, are yet not rents of inheritance or rent-charges in the ordinary sense. Thus in *Howitt* v. *Earl of Harrington* (41 W. R. 664; 1893, 2 Ch. 497) the question arose whether the statutory bar applied to a quit-rent payable in respect of a copyhold tenement. A freehold quit-rent was held liable to be barred by non-payment in *Owen* v. *De Beauvoir* (5 Ex. 166), and a copyhold quit-rent more nearly resembles such a rent than a rent reserved on a lease for years. Hence STIRLING, J., held that it was liable to be barred. In the present case of *Skene* v. *Cook* (*supra*) the question has arisen with reference to the annual payment reserved by the Land Tax Redemption Act, 1802, in favour of the owner of a partial interest in land who redeems the land tax under the statute. By section 123 it is provided that where a person having such an interest (not being an estate of inheritance) redeems the land tax out of his own money, the land is to be chargeable for his benefit with the amount paid as consideration for the redemption, and also "with the payment of a yearly sum or sums of money by way of interest thereon, equal in amount to the land tax redeemed." But while a charge is thus created in favour of the person redeeming as well for the principal sum paid as for the yearly interest, yet as regards the principal sum he has no remedy for enforcing payment. The charge is in the nature of a mortgage, but there is no provision for compelling the mortgagor to pay off the principal debt, although the mortgagee may be compelled to receive it at any time: see *Cousins* v. *Harris* (12 Q. B. p. 733).

In *Skene* v. *Cook* the land tax on property had been redeemed in 1874 under the statute by a lessee to whom a term of forty-two years had been granted in 1873. The lessee, in 1879, assigned the benefit of the contract of redemption to the plaintiff SKENE, who thereupon became entitled to receive from the occupiers of the property by way of interest, the annual sum formerly paid for land tax—namely, £9. Since 1885, however, no payment had been made to him, the sum being by mistake paid as land tax to the commissioners. The action was brought to recover such annual payment due on the 1st of January, 1900. Upon the words of section 1 of the Real Property Limitation Act, 1833, there is no reason why such a payment should not be the subject of the statutory limitation. The term "rent," as pointed out above, extends to "all periodical sums of money charged upon or payable out of any land," and the sum substituted for land tax seems clearly to fall within this expression. On the other hand, it is described in the Land Tax Redemption Act as being interest on money, and to interest proper different sections apply. Sums of money charged upon land are liable to be barred under section 8 of the Real Property Limitation Act, 1874, and when the principal is barred the interest is barred also; though while the principal is still due, the only bar in respect of interest is the provision which forbids the recovery of more than six years' arrears. It was held, however, by CHANNELL, J., in whose judgment BUCKNILL, J., concurred, that the case was excluded from section 8 by the circumstance that no action could be brought for the recovery of the principal sum. That section bars *the bringing of an action* to recover the sum charged on land, and hence, for it to operate, it must be possible that an action can be brought. In the present case, as already pointed out, no action could be brought for the principal, and so far as the plaintiff had ever had any enforceable right, it was to the annual payment only, and not to the principal sum in respect of which it was supposed to be made. This reduced the matter to the ordinary case of an annual sum (not being rent reserved on a lease for years) payable out of land, and since the statutory bar applied, the right to it had been extinguished by non-payment for more than twelve years.

## LIMITATIONS OF THE RIGHT TO DRAIN INTO PUBLIC SEWERS.

FEW questions relating to the law of public health have given rise to more difficult and complex problems than those which concern sewers and drains, and the relative rights and obligations created by recent legislation between local authorities and private persons. Apart, too, from legislation, the decisions on almost every point of difficulty are numerous, difficult to reconcile, and singularly devoid of guiding principles, while the best of the text-books can hardly be up-to-date and often give but little help upon those points which most need elucidation. Yet there are few more practical branches of the law of public health, none of greater importance to the community and the individual, and few to which appeal has so frequently to be made. The rapid growth of small towns, and of villages in the neighbourhood of large towns, and the modern tendency to substitute a water system for the disposal of sewage matter as against more primitive methods, is constantly giving rise to conflicts between local authorities and individuals. Sometimes it is the local authority, whose duty it is under recent legislation to take efficient steps for the drainage of the district, that is old fashioned and lags behind the real wants of the growing community; sometimes it is the individual whose conservative prejudices hamper and obstruct the more enlightened and progressive local authority. Hence arise conflicts which so often necessitate an appeal to the law.

To judge from some recent cases much misapprehension appears to exist as to the exact nature and extent of the right of private persons to connect their drains with the public sewers. This uncertainty seems to be shared alike by local authorities and private individuals, and to some extent also by the various tribunals to which they have resorted for the settlement of their disputes. This uncertainty mainly arises, it would seem, from the dual character of the sewers vested in the local authority, and the cause of this dual character again is to be found in the varying conditions of the different localities.

In modern suburbs, which are of more or less mushroom growth, and have sprung almost full grown into being, the question hardly arises. Modern legislation, comprised in the group of statutes known as the Public Health Acts, governs from the first the modern conditions, the sewerage system is a homogeneous whole, and the rights of the local authority and the individual are governed by fairly well defined statutory conditions.

In fact there exists in such cases what, for purposes of distinction, may be called the "statutory sewer." That is a sewerage system constructed and controlled by or under the supervision of the local authority in pursuance of the statutory duty cast upon it to effectually drain its district by section 15 of the Public Health Act, 1875. But far more difficult questions arise in those numerous cases where a new sewerage system under statutory powers is grafted on to an old pre-existing sewerage system, or where, as in so many small places, no regular sewerage system exists at all, while the growth of the place and the adoption of new sanitary appliances by private persons puts a strain upon the capacity of the old sewers which they were never meant to bear. In such cases the sewers have often existed from time immemorial, and may even originally have been rough adaptations of old drains or watercourses, and only vested in the local authority by virtue of recent legislation. Very often their age and construction is quite unknown. Such sewers may for purposes of clearness be called "prescriptive sewers."

Now the right of an owner or occupier to drain into sewers of the local authority is conferred by section 21 of the Public Health Act, 1875, which provides, in effect, that the owner or occupier shall be entitled to cause his drains to empty into the sewers "on condition of his giving such notice as may be required by that authority of his intention so to do, and of complying with the regulations of that authority." This right is an absolute right, subject merely as to its exercise to the provisions with regard to notice and compliance with the regulations. If the sewer is a sewer vested in the local authority, then, although that sewer is so constructed, and the sewage disposed of in such a manner, as to be a nuisance to an individual, or a public nuisance under the Rivers Pollution Acts, still the person connecting with it cannot be held responsible for the consequences ensuing from the exercise of his legal right: *Ainley* v. *Kirkheaton Local Board* (60 L. J. Ch. 734). Nor can the local authority shift the responsibility on to the individual if they fail in their duty under section 17 of the Public Health Act, 1875, to purify sewage matter before allowing it to flow into a stream, although their failure may have been caused by some act or default of the individual: *Southall and Norwood Urban District Council* v. *Middlesex County Council* (49 W. R. 376).

A good instance of the failure of a private individual to restrain the creation of a nuisance on his land in similar circumstances is afforded by the recent case of *Graham* v. *Wroughton* (*ante*, p. 484), where, though an injunction was granted against two individuals who were held to have no right to discharge sewage matter into the sewer which was causing the nuisance, an injunction was refused against another party on the ground that he had shewn a *primâ facie* right to discharge into the sewer.

But, although this right to connect is an absolute right, still it is governed by certain conditions. The first to notice are those imposed by the section itself. The owner or occupier must give *such notice* as the local authority may prescribe, and comply with its regulations. In the class of cases in which the sewer is a statutory sewer in the sense above explained difficulty seldom arises. Regulations or bye-laws are as a rule in existence prescribing certain formalities, and specifying certain definite requirements.

There has been a considerable conflict of judicial opinion as to the true meaning of this provision as to notice, and in two very recent cases a view, which, it is submitted, is quite mistaken, has been adopted. In *Kinson Pottery Co.* v. *Poole Corporation* (47 W. R. 607) both DARLING and CHANNELL, JJ., interpreted section 21 as meaning that *notice must be given* to the local authority before the drain is connected with a sewer. The language used is general, and there does not appear to have been any notice prescribed by the local authority. This case was followed and relied upon by BYRNE, J., in *Graham* v. *Wroughton* (*supra*), who again makes the unqualified statement that notice must be given under section 21 before the connection can be legally made. But it is to be noticed that the section itself only requires *such notice as the local authority may prescribe*. In neither of the above cases was the true construction of the section directly in question. On the other hand, in *Ainley* v. *Kirkheaton Local Board* (*supra*) STIRLING, J., expressly considered the terms of section 21, and decided that the *onus* is on the local authority to shew that the connection had been made without giving a notice, and that, if no notice or regulations had been prescribed by the local authority, that did not affect the right to connect conferred by the section. This case is a direct authority upon the section, and, it is submitted, correctly interprets it. It certainly would be intolerable if a local authority by a mere course of masterly inactivity could defeat the express right conferred by the section. It is unfortunate that there should be a conflict of authority on such an important point.

The two recent cases above referred to, *Kinson Pottery Co.* v. *Poole Corporation* and *Graham* v. *Wroughton*, have also imposed a further serious limitation upon the right to connect conferred by section 21. This has been effected by construing the word sewer in that section in the sense of a "sewer which is *constructed* to carry matter similar to that which would be discharged into it if the connection were made," and not in the sense of the wide definition of the word "sewer" in section 4 of the Public Health Act, 1875.

Apparently a sewer may be a sewer for some purposes but not for all purposes for which a sewer in the ordinary acceptation of the word is used. In the *Kinson Pottery case* the question was whether a person was justified in turning slop and scullery water into a surface water drain, which was a sewer within the definition of the Act. Apart from the question of notice under section 21, the court decided that the sewer, being a sewer constructed for surface water only, could not be used for any other class of sewage matter. In other words, the right to connect was limited to discharging surface water into the sewer.

In *Graham* v. *Wroughtom* (*supra*) this principle was applied and extended by BYRNE, J., to a very curious state of facts, which well illustrates the peculiar difficulties arising in the case of very old, or, as they have been termed above, *prescriptive* sewers. In that case the application was for an injunction by a private person to restrain certain other persons from discharging solid sewage-matter into an old drain which had previously only been used for surface and slop water, thereby causing a nuisance upon her property upon which the sewer emptied itself. It seems that the nuisance arose owing to the fact that several persons had introduced the water system in place of cesspits, and now discharged not only slop water but solid sewage-matter into the old sewer. The sewer, of course, was vested in the local authority. Mr. Justice BYRNE granted an injunction against those persons who were proved to have discharged such solid sewage matter into the old sewer, on the ground that, even if they had a right to connect under section 21, they had no right to discharge solid matter into a sewer which had hitherto only taken surface and slop water. At the same time he refused an injunction against one person who, it appeared, had always discharged solid sewage matter into the sewer.

This certainly goes a step further than the *Kinson Pottery case* and is difficult to reconcile with the absolute right conferred by section 21 of the Public Health Act, 1875. It is clear that the sewer had been used by at least *one* person to carry off solid

sewage matter, and upon what principle the others could be restrained from using the sewer for the same purpose it is hard to see.

The case, if carried to its logical conclusion, would amount to this, that if once a connection is made with a sewer to carry to carry off slop water only, it would be illegal to discharge ordinary sewage matter, if it were subsequently wanted to do so, because it would increase the volume of sewage matter.

The fact is that the limitations imposed by the *Kinson Pottery case* and *Graham* v. *Wroughton* are difficult to justify on any principle, and conflict, it is submitted, with an express right conferred by statute. If many more such cases are decided upon similar lines the right will soon be whittled away altogether.

Such arbitrary distinctions between different classes of sewers are not recognized by the Public Health Act, 1875, and cannot stand.

## REVIEWS.

### THE ENGLISH REPORTS.

THE ENGLISH REPORTS. VOLS. V., VI., AND VII.: HOUSE OF LORDS, CONTAINING BLIGH N. S., VOLS. 4 TO 11; DOW & CLARK, VOLS. 1 AND 2; AND CLARK & FINNELLY, VOLS. 1 TO 7. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

This undertaking, to the merits of which we recently drew attention, has now advanced to the seventh volume of Clark & Finnelly, representing the decisions of the House of Lords down to 1840, and as we believe that only four more volumes are required to complete these decisions, the practitioner will have in eleven volumes a verbatim copy of all the reported cases in the supreme tribunal down to 1866, with the paging in the original reports indicated between brackets in the text, and with brief notes above the head-notes giving references to Mews' Digest and to decisions in which the case reported has been considered or followed or distinguished. The advantage of this need hardly be pointed out. We note an improvement, introduced in Vol. V. and subsequent volumes, in re-inserting references to cases cited in the arguments and judgments in square brackets wherever such repetition is convenient. One is struck with the prodigious length at which some of the cases are reported, *Attwood* v. *Small*, for instance, occupies close on 300 pages of Clark & Finnelly, and 112 pages of this reprint.

### BOOKS RECEIVED.

The English Reports, Vol. VII.: House of Lords, containing Clark & Finnelly, Vols. 4 to 7. William Green & Son, Edinburgh; Stevens & Sons (Limited). Price 30s. net.

New York State Library. Taxation of Corporations: Bulletin 61, May, 1901. By ROBERT HARVEY WHITTEN, Ph.D., Sociology Librarian. Albany: University of the State of New York.

American Law Review, May-June, 1901. Editors, SEYMOUR D. THOMPSON and LEONARD A. JONES. Reeves & Turner.

## CASES OF THE WEEK.

### Court of Appeal.

**REX** v. **JUSTICES OF SUNDERLAND.** No. 1. 5th June.

JUSTICES — DISQUALIFICATION — BIAS — APPLICATION FOR PUBLIC-HOUSE LICENCE—AGREEMENT BETWEEN CORPORATION AND APPLICANT—MEMBERS OF CORPORATION SITTING AT LICENSING SESSIONS — CONFIRMATION MEETING—CERTIORARI—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 43.

Appeal from a decision of the Divisional Court (Lord Alverstone, C.J., and Lawrance, J.), discharging a rule *nisi* for a *certiorari* to bring up for the purpose of quashing an order of justices confirming the grant of a provisional licence for the sale of intoxicating liquors. In 1899 the Corporation of Sunderland purchased a fully-licensed house, called the Londonderry Hotel, in High-street, for £14,000, in order to effect a street improvement. After unsuccessful attempts to make arrangements for rebuilding the hotel on part of the site acquired, in August, 1900, a resolution of the Town Council was passed that the council should consent to the transfer or lapsing of the licence and the Highways Committee was instructed to negotiate accordingly. The chairman of the Highways Committee, Alderman Gibson, entered into negotiations with a firm of brewers, Duncan & Dalgleish (Limited), which resulted in an agreement of the 22nd of August. This agreement, after reciting that the company intended to apply at the adjourned general annual licensing meeting for a full licence for premises to be erected in Pallion-road, Sunderland, and that they were desirous of offering to surrender an existing licence of the same nature, provided that, if the application were granted, the company would pay to the corporation £10,000, and that the corporation would, upon the opening of the proposed new premises in Pallion-road, close the Londonderry Hotel as a licensed house, and would not apply or suffer any application to be made for the renewal of the licence thereof; and that, should the grant and confirmation of the licence be revoked by proceedings in the High Court the corporation would repay the £10,000. Both Gibson and Reed, members of the corporation, took an active part in bringing about the agreement. These two, together with other members of the corporation, attended the adjourned general annual licensing meeting as justices, when a provisional licence for the premises to be erected in Pallion-road was granted to Duncan & Dalgleish (Limited). This grant was confirmed at a meeting of justices at which Gibson and Reed were again present with other members of the corporation. At the general annual licensing meeting there were other applications for new licences for houses in the Pallion district, all of which were refused. The Divisional Court held, following the decision of a Divisional Court in *Reg.* v. *Stockport Justices* (60 J. P. 552), that the existence of the agreement of the 22nd of August did not disqualify the members of the corporation from sitting as justices to adjudicate upon the application for the licence, and they discharged the rule for a *certiorari*. The applicants for the rule appealed. It was also contended on behalf of the justices that *certiorari* would not lie to bring up the confirmation of a licence. In *Reg.* v. *Sharman* (46 W. R. 367; 1898, 1 Q. B. 578) a Divisional Court, consisting of Wright and Darling, JJ., held that, in consequence of the decision in *Boulter* v. *Kent Justices* (46 W. R. 114; 1897, A. C. 556), a *certiorari* would not lie to licensing justices. Subsequently a Divisional Court, consisting of Lawrance and Channell, JJ., held that *certiorari* would lie to bring up the confirmation of a licence granted by the confirming authority.

THE COURT (A. L. SMITH, M.R., and VAUGHAN WILLIAMS and STIRLING, L.JJ.) allowed the appeal.

A. L. SMITH, M.R., said that the test whether justices were disqualified from sitting was whether there was a real likelihood of bias in favour of one party or the other: *Reg.* v. *Rand* (L. R. 1 Q. B. 230), *Reg.* v. *Meyer* (1 Q. B. D. 173), s.c. *sub. nom. Reg.* v. *Harrison* (24 W. R. 392), *Reg.* v. *Hain* (12 Times L. R. 323). The two members of the corporation, Gibson and Reed, took an active part in negotiating and concluding the agreement of the 22nd of August with the brewers. Could the court say that there was not a real likelihood of those members being biassed in favour of the brewers who had agreed to pay to the corporation the £10,000? In his opinion there was a real likelihood of bias, and the members of the corporation who took an active part in getting the agreement signed had incapacitated themselves from adjudicating upon the application for the licence, though no suggestion was made against their character or integrity. He did not think that the decision of the Divisional Court in *Reg.* v. *Stockport Justices* was good law. It was next said that *certiorari* would not lie. Justices sitting at licensing sessions were not a court (*Boulter* v. *Kent Justices*); there was no *lis*, there were no parties, and no costs could be awarded. By section 43 of the Licensing Act, 1872, as Channell, J., pointed out in *Reg.* v. *Manchester Justices*, the objector at the licensing meeting might appear and oppose the confirmation by the confirming authority, when the case was treated as one *inter partes*, and there was an express power to give costs. *Certiorari* would therefore lie to bring up the confirmation of the grant of a licence by the confirming authority, and a writ of *certiorari* must issue in the present case.

VAUGHAN WILLIAMS and STIRLING, L.JJ., concurred.—COUNSEL, *C. A. Russell*, K.C., and *Blaiklock*; *E. Shortt*; *Tindal Atkinson*, K.C., and *R. M. Montgomery*; *Montague Lush*. SOLICITORS, *Hickin, Smith, & Capel-Cure*, for *J. S. Nicholson*, Sunderland; *Tufnell, Southgate, & Son*, for *C. W. P. Barker*, Sunderland; *J. E. & H. Scott*, for *E. Bell & Son*, Sunderland; *Bell, Brodrick, & Gray*, for *F. M. Bowey*, Sunderland.

[Reported by W. F. BARRY, Barrister-at-Law.]

**PRICE & PIERCE** v. **MARITIME INSURANCE CO. (LIM.).** No. 1. 7th June.

INSURANCE—MARINE—SUBJECT-MATTER OF INSURANCE—"ADVANCES"—CONSTRUCTION OF POLICY.

Appeal from judgment of Bigham, J., at the trial of an action without a jury brought to recover a total loss upon a policy of insurance effected by the plaintiffs with the defendants. The question was whether there had been a total loss within the meaning of the policy. The facts were shortly these: In December, 1898, the Italian ship *Cinque* loaded at Pensacola for a voyage thence to Southampton. The master required money for his disbursements, and he borrowed the amount from the plaintiffs, who took from the master a document which was in the following terms: "£760 12s. 9d. stg. Pensacola, Fla., Dec. 30, 1898. Ten days after arrival at port of destination of the steel bk. called *Cinque*, of which I am the master, now lying at Pensacola, Fla., loaded with P.P. sawn timber and lumber, and ready to sail for Southampton, I promise to pay to the order of myself the sum of £760 12s. 9d. British sterling in approved bankers' demand bills on London value received for necessary disbursements of my vessel at this port, for the payment of which I hereby pledge my vessel and freight, and my consignees at the port of destination are hereby directed to pay the amount of this obligation from the first amount of freight received for account of my said vessel, any other draft or obligation by me drawn at this port on said freight to be secondary to this. Signed in duplicate, one being accomplished, the others to stand void. Tommaso Rittori, Master of the Steel Bk. *Cinque*." The effect of this transaction was to vest in the plaintiffs an insurable interest in the vessel and her freight, and the plaintiffs thereupon effected the policy sued on. It was a policy at and from Pensacola to Southampton, the subject-matter of the insurance being "advances valued £775," the risks were described in the customary way, and the insurance was against total loss only, being expressed to be "free of all

average." The vessel proceeded on her voyage, but she never reached her destination. In February, 1899, she ran ashore at the Azores and became a total wreck. The cargo was discharged, and the holder of the bill of lading obtained possession of it upon payment of £790, being freight *pro rata itineris*. By Italian law, subject to which the contract of affreightment had been made, such freight was in the circumstances payable. The plaintiffs brought this action on the policy, and contended that there had been a total loss of the subject-matter of the insurance, inasmuch as their only right under the promissory note was to receive the money ten days after the arrival of the ship at Southampton, and the non-arrival of the ship involved the loss of their right to payment. The defendants' case was that, as the shipowners had received £790 from the holder of the bill of lading at the Azores, there had been no total loss. Bigham, J., gave judgment for the defendants on the ground that the plaintiffs did not merely get a charge on the freight payable at Southampton; they got a charge on all the freight the ship might earn on the insured voyage. The terms of the document shewed that to be so; and inasmuch as the ship earned £790, which was paid to her owners at the Azores, there had been no total loss of the subject-matter of the insurance. The plaintiffs appealed.

THE COURT dismissed the appeal.

A. L. SMITH, M.R., said there were certain passages in the judgment of Bigham, J. (see 16 Times L. R. 481), which he had a difficulty in following. The defendant's counsel had not considered it necessary for their argument to support the hypothetical propositions of the learned judge to which he referred, and this court must not be understood by dismissing the appeal to agree with them. The policy was warranted free of all average. In other words the underwriters undertook to insure against total loss, and total loss only. The master promised in the document he gave the plaintiffs to pay ten days after the arrival of the ship at Southampton the sum of £760 12s. 9d., and pledged his vessel and freight. By that document the plaintiffs took four things—(1) the personal obligation of the master; (2) the liability of the owners; (3) a charge on the ship; and (4) a charge on the freight. Those were the securities they took for their advance, and by the policy with the defendants they insured those securities against total loss. At the Azores the ship became a total loss. Had it not been that this case was governed by Italian law there would have been a total loss of the freight also. But by Italian law *pro rata* freight to the amount of £790 was earned by the ship. Therefore there had been a total loss of the first three securities, but not a total loss of the charge on freight. It followed, therefore, that the plaintiffs could not maintain an action on this policy, and the appeal failed.

VAUGHAN WILLIAMS and STIRLING, L.JJ., delivered judgments to a like effect. Appeal dismissed with costs.—COUNSEL, *Carver*, K.C., and *T. E. Scrutton*, K.C.; *Joseph Walton*, K.C., and *J. A. Hamilton*, K.C. SOLICITORS, *Thomas Cooper & Co.; Waltons, Johnson, Bubb, & Whatton.*

[Reported by ERSKINE REID, Barrister-at-Law.]

*Re* **BASTABLE.** *Ex parte* **THE TRUSTEE.** No. 2. 7th June.

BANKRUPTCY — VENDOR AND PURCHASER — LEASEHOLDS — DISCLAIMER — BANKRUPTCY ACT, 1883, s. 55.

This was an appeal from the Divisional Court (Wright and Darling, JJ.) reversing a decision of the Wandsworth County Court. It appeared that on the 5th of June, 1900, the debtor entered into an agreement in writing with one Silverstone for the sale to the latter of certain leaseholds at Richmond for the sum of £390 subject to a mortgage for £300 at 4 per cent. and to a ground-rent of £7 10s. per annum. A deposit of £50 was paid to the debtor, and the date fixed for completion was the 1st of August, 1900. On the 21st of August the debtor was adjudicated bankrupt and the trustee was appointed. Certain correspondence then ensued between the solicitors for the trustee and the solicitors for the purchaser, in which the former offered to complete on payment of the balance of the purchase-money, but the purchaser's solicitors insisted that the trustee must first clear up all outgoings then due, such as ground-rent, &c. This the trustee refused to do, and on the 22nd of December, 1900, the trustee by writing under his hand disclaimed the contract, which he purported to do by virtue of the power conferred by section 55 of the Bankruptcy Act, 1883. The purchaser thereupon gave notice of motion to the county court for a declaration that the contract was valid and binding, and that the disclaimer was void. The county court judge dismissed the motion. On appeal, the Divisional Court held that the contract was valid and binding, and that the instrument purporting to disclaim was void. From this decision the trustee now appealed.

THE COURT (RIGBY, COLLINS, and ROMER, L.JJ.) dismissed the appeal. Their lordships thought that section 55 of the Bankruptcy Act, 1883, was never intended to apply to a transaction of this sort, which, if it did, would have the effect of divesting an estate from a purchaser. The section was merely intended to get rid of onerous obligations, and the words of the section plainly pointed to that construction. The case, however, did not rest there, since the contract in this case related to leaseholds which might have come within the section, but the trustee did not disclaim the lease. Further, this was a contract as to leaseholds and passed an equitable interest, and there was nothing in the section which would operate to divest such interest. No disclaimer could affect the interest of third persons or divest the interest of a purchaser. The section did but express a well-established principle of bankruptcy law as laid down in the case of *Ex parte Holthausen* (L. R. 9 Ch., p. 726), that with certain exceptions a trustee in bankruptcy is bound by all the equities which affect the bankrupt—that is to say, if a bankrupt under circumstances which are impeachable under any particular provision connected with his bankruptcy enters into a contract with respect to his real estate for a valuable consideration, that contract binds his trustee in bankruptcy as much as it binds himself; the trustee stands exactly in the same position as the bankrupt, and is therefore bound to perform the contract in exactly the same way as the bankrupt was bound to perform it. It did not seem to their lordships that section 55 operated so as to alter those rights or to take away from a third person an equitable right in land which he had acquired from the bankrupt before the bankruptcy. That being so, what was the position of the purchaser? He had an equitable interest in the property subject to the mortgage, and the trustee had vested in him something in the nature of a legal estate. In such a case it was the practice of the Court of Bankruptcy to say to the trustee that he must convey his legal estate to the purchaser on payment of the balance of the purchase-money unless he chose to disclaim the lease. That was in substance what the Divisional Court had done, and therefore their decision was right, though the order would require some modification in form.—COUNSEL, *Muir Mackenzie* and *Whately; Lord Coleridge*, K.C., *Bovill Smith*, and *H. J. Turrell.* SOLICITORS, *Ward, Perks, & McKay; Seeley & Son.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## High Court—Chancery Division.

*Re* **SHARMAN.** **WRIGHT** *v.* **SHARMAN.** Kekewich, J. 6th June.

WILL—REALTY AND PERSONALTY—DIRECTION TO PAY TESTAMENTARY EXPENSES OUT OF RESIDUE OF PERSONAL ESTATE—ESTATE DUTY IN RESPECT OF REAL ESTATE.

Originating summons. John Sharman, by his will dated the 22nd of December, 1899, after devising certain real estate to his trustees upon trust to pay the rents and profits to George Sharman for life, and after his decease for sale and distribution, and after giving certain legacies, bequeathed all the residue of his personal estate "after payment thereout of all his just debts, funeral and testamentary expenses" in trust for certain persons therein named. The testator died on the 18th of April, 1900. The question raised by the summons was whether the estate duty payable, on the decease of the testator, in respect of his real estate ought to be paid out of the residuary personal estate or whether it ought to be borne by the real estate.

KEKEWICH, J., said: If the term "testamentary expenses" includes estate duty upon real estate, it ought to be paid out of the residuary personalty. In *Re Clemow* (48 W. R. 541; 1900, 2 Ch. 182) the only question that arose was in respect to personal estate, and the same was the case in *Re Treasure* (48 W. R. 696; 1900, 2 Ch. 648). But whereas an executor is bound to pay estate duty upon personalty and may pay the duty upon realty before he obtains probate, there is no need for him to pay the duty on the realty, as it is made a first charge upon the property. It was argued that since the Land Transfer Act, 1897, the real estate passed to the executors as such, and so, not being within section 9 of the Finance Act, 1894, the executors were liable to pay the duty in respect of it. As to that point I am content to take the decision of Buckley, J., in *Re Palmer* (1900, W. N. 9). I take the law as I find it stated by him and follow it without question. The result is that the estate duty payable in respect of the realty is not a "testamentary expense," and must be borne by the realty.—COUNSEL, *Northcote; Mossop; Borthwick; Dunham; Hole Bethell.* SOLICITORS, *Oldman, Clabburn, & Co.*, for *Willders & Son*, Holbeach.

[Reported by H. CLAUGHTON SCOTT, Barrister-at-Law.

**ROSSENBAM** *v.* **BELSON.** Byrne, J. 7th June.

PRACTICE—MOTION FOR ATTACHMENT—AFFIDAVITS WITH EXHIBITS—SERVICE OF COPIES OF EXHIBITS—R. S. C. LII. 4.

This was a motion by the plaintiff for a writ of attachment against the defendant in the action. The plaintiff had served on the defendant the notice of motion and copies of affidavits intended to be used on the motion, but not a copy of the exhibits to the affidavits. The defendant, who appeared in person, took the objection that he had not been served with copies of the exhibits.

BYRNE, J., held that the defendant was entitled to be served with copies of the exhibits.—COUNSEL, *Jolly.* SOLICITORS, *Brighten & Lemon.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

**GREENHALGH** *v.* **BRINDLEY.** Farwell, J. 6th and 12th June.

VENDOR AND PURCHASER—EASEMENT—LIGHT AND AIR—INCUMBRANCE NOT DISCLOSED—SPECIFIC PERFORMANCE—COMPENSATION—COSTS—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), s. 3.

Action by a vendor for specific performance of a contract in writing of the 4th of October, 1900, for the purchase by the defendant of twelve houses in Stockport. In the negotiations the plaintiff wrote to the defendant stating that the houses were four years old, and in September the defendant saw the houses for herself. The property abutted on a street and had windows looking over it on to public recreation grounds on the other side. These grounds were vested in the Corporation of Stockport under a conveyance from Lord Egerton and his trustees dated in 1873, and were subject to covenants preventing the erection of buildings thereon and their user for any purpose other than recreation grounds without the consent of the grantors. Nothing was said either in the negotiations or in the contract with reference to the access of light to the windows. After the contract the defendant ascertained that the plaintiff had entered into a deed of covenant with the corporation, and she relied on this as a ground for declining to perform the contract. This deed, in which the plaintiff was called the owner, that term being expressed to "include the owner for the time being," witnessed that the owner would pay the corporation one shilling yearly, the owner

and the mortgagee declaring each payment to be a fresh acknowledgment that the owner had not been nor was entitled as of right to the flow of light or air to any of the windows over or from the recreation ground, no non-payment to be taken as an abandonment of the rights of the corporation to obstruct on their own land the admission of light and air.

FARWELL, J. (in a reserved judgment), said that both parties knew that the houses were new, and it was impossible to contend that a contract for the sale of a house with windows looking over land of a third person implied any representation or warranty that such windows had any right to access of light over such land. Further, no purchaser would be bound by the covenant to pay, but as against a purchaser with notice the deed would have the effect of a consent in writing, within section 3 of the Prescription Act, granted by the corporation and accepted by the purchaser, and continuing until determined by notice of repudiation, as in *Bewlay* v. *Atkinson* (28 W. R. 638, 13 Ch. D. 283). Here the arrangement created by the deed could doubtless be put an end to by a subsequent purchaser, for the object was to prevent time from running under the Prescription Act against the corporation, and notice of repudiation would give them twenty years in which to assert their rights by blocking the windows. The true effect of the deed, as against the purchaser, was merely to postpone the commencement of the statutory period until he had given notice of repudiation, which he could do as soon as he had completed the purchase. The purchaser argued that she would be prejudiced by this, by losing four years of the statutory period, and by being compelled to give notice of repudiation, which would probably incite the corporation to block the lights. But the contract here implied no representation that the windows were entitled to the access of light over the land, and an access for ten years would create nothing at all (*Bonner* v. *Great Western Railway Co.*, 32 W. R. 190, 24 Ch. D. 1), a potentiality of the acquisition of an easement within less than twenty years not being an interest in land or an easement known to the law. There was either an easement of light or there was not; if not, no intermediate stage had any legal existence. His lordship therefore found no ground on which he could refuse to grant specific performance or give the defendant compensation, as here there was no difference between the expressed subject-matter of the contract and the property offered by the vendor as answering that description; but he made no order as to costs, for a vendor knew, and a purchaser did not know, the incumbrances of the property before a contract. Here the vendor had chosen to enter into a contract with the corporation rendering his position abnormal, of which he ought to have informed the defendant; he now sought the equitable remedy of specific performance, and in refusing to make the defendant pay the costs, his lordship followed the example of Romer, J., in *Re Summerson* (1900, 1 Ch. 112), already followed in *Hepworth* v. *Pickles* (48 W. R. 184; 1900, 1 Ch. 108).—COUNSEL, *W. H. Upjohn*, K.C., and *T. T. Methold*; *C. E. E. Jenkins*, K.C., and *F. Russell*. SOLICITORS, *Rowcliffe, Rawle, & Co.*, for *Russell, Coppock, & Helm*, Stockport; *Robinson & Bradley*, for *Joseph Grundey*, Stockport.

[Reported by W. H. DRAPER, Barrister-at-Law.]

**RATCHELLER** *v.* **TUNBRIDGE WELLS GAS CO.** Farwell, J. 11th and 12th June.

STATUTE—GAS COMPANY—NUISANCE—EVIDENCE—GASWORKS CLAUSES ACT, 1847 (10 & 11 VICT. c. 15), s. 29—GASWORKS CLAUSES ACT, 1871 (34 & 35 VICT. c. 41), s. 9.

Action with witnesses. The plaintiffs were the owner in fee and the occupiers of two houses at Pembury, the water supply of which was derived from a well belonging to the owner but 210 yards distant and connected with the houses by a pipe, also belonging to the owner and laid in the main road. The defendants were a company incorporated by special Acts of Parliament of 1864 and 1875, in which were incorporated the Gasworks Clauses Acts of 1847 and 1871, and were the owners of gas main and service pipes laid in the road close to the plaintiff's water pipe. The plaintiffs alleged that owing to the negligence of the defendants and the defective state of their gas pipes, the water supply to the houses was polluted and contaminated with coal gas and rendered unfit for use, and they therefore claimed an injunction to restrain such pollution, with damages and other relief. Evidence was given as to the nature and extent of the pollution, from which it appeared that complaints had been made to the defendants and that since action brought the nuisance had been abated. The defendants alleged that the water-pipe was defective. In the course of the argument reference was made to *Attorney-General* v. *Gas Light and Coke Co.* (26 W. R. 125, 7 Ch. D. 217, 221), *Jordeson* v. *Sutton, Southcoates, and Drypool Gas Co.* (47 W. R. 22; 1898, 2 Ch. 614, 623; 1899, 2 Ch. 217, 236), and *Rylands* v. *Fletcher* (3 H. L. C. C. 330).

FARWELL, J., said that he had no doubt on the facts that the water was contaminated by the gas, and the plaintiffs, who did not now ask for an injunction, were therefore entitled to a declaration to the effect that the defendants were not entitled to pollute by means of coal gas or otherwise interfere with or contaminate the water supply of the two houses, with liberty to apply. His lordship added that he should say something with regard to certain evidence tendered by the defendants, to which the objection had been taken that it was irrelevant. The usual course was to take such evidence *de bene esse*, but here the issues were of a considerable nature, which would involve a long inquiry, to meet which the plaintiffs were not ready. The points were three in number: (1) The defendants claimed a statutory right to lay down the gas-pipes, as in *Jordeson* v. *Sutton Gas Co.* (*ubi supra*), where the very stringent provisions of the 1871 Act also obtained. But it was impossible to say that the impregnation of a water supply to a house with gas was not a nuisance. The defendants tendered evidence to shew that the diffusion of gas was unavoidable, and that the main pipes were as well laid as could be; but neither fact, if proved, would here, in his lordship's opinion, meet the test laid down by Lindley, L.J., in *Jordeson* v. *Sutton Gas Co.* (*ubi supra*). It might be impossible to prevent the nuisance of lowing of cattle or obstruction of light by a gasometer; but here it was clear on the authorities that there was no statutory obligation on the defendant to create the nuisance which on the facts was held to be created. (2) As to the gas-pipes, they were clearly within the words of Lord Cairns, at p. 338 of *Rylands* v. *Fletcher* (*ubi supra*), where "gas" might be added after "filth or stenches." It was clearly not a natural use of the land to put a gas-pipe on it, so that those who put it there must keep it at their own peril. The plaintiffs owed no duty to the defendants to keep his water-pipe gas-tight. The defendants, so to say, had brought a tiger on the scene, and they were bound to keep a good chain on him; they could not say to the plaintiffs "If you had put up a strong iron fence on your boundary, my tiger would not have got on to your land." (3) The defendants had sought to shew that the water was not fit for domestic purposes, but when once there is the fact of the nuisance found, a defendant cannot seek to shew that the water was or was not fit for this or that purpose. Evidence on all three points was irrelevant and could not be adduced. The plaintiffs were, therefore, entitled to the declaration stated, with liberty to apply and costs.—COUNSEL, *W. H. Upjohn*, K.C., and *G. Lawrence*; *C. E. E. Jenkins*, K.C., and *T. H. Watson*. SOLICITORS, *Sole, Turner & Knight*, for *W. C. Cripps, Son, & Daish*, Tunbridge Wells; *Collyer-Bristow, Hill, Curtis, & Dods*, for *Stone, Simpson, & Mason*, Tunbridge Wells.

[Reported by W. H. DRAPER, Barrister-at-Law.]

*Re* **VASE. LANGRISH** *v.* **VASE.** Cozens-Hardy, J. 7th June.

PRACTICE—COSTS—PARTITION ACTION—INCUMBERED SHARES—ONE SET OF COSTS FOR EACH SHARE—DISCRETION OF COURT.

Further consideration. In this case a sale of certain land at Midhurst, Sussex, had been ordered by the court in lieu of a partition. The question now was whether J. S. Knight, an incumbrancer of one of the shares in the said land and a party attending the proceedings, having been brought into court by the plaintiff, was entitled to a separate set of costs out of the proceeds of sale of the entire property. He contended that he was so entitled, and cited in support the case of *Belcher* v. *Williams* (39 W. R. 266, 45 Ch. D. 510), before North, J. On the other hand, it was contended that the court would only allow one set of costs for each share: *Cotton* v. *Banks* (41 W. R. 429; 1893, 2 Ch. 221) and *Ancell* v. *Rolfe* (W. N., 1896, 9).

COZENS-HARDY, J., said, although the matter was in the discretion of the court, he preferred to follow the decision of Kekewich, J., in *Cotton* v. *Banks*, and therefore refused to give a separate set of costs to the incumbrancer.—COUNSEL, *R. J. Quin*; *Austen Cartmell*; *C. G. Church*. SOLICITORS, *Senior, Attree, Johnson, & Co.*, for *Johnson & Son*, Midhurst; *Lovell, Son, & Pitfield*, for *Brydone & Pitfield*, Petworth.

[Reported by W. MORRIS CARTER, Barrister-at-Law.]

## High Court—Probate, &c., Division.

**"THE WINKFIELD."** Jeune, P. 10th June.

ADMIRALTY—COLLISION—LIMITATION OF LIABILITY—LOSS OF MAILS—LOCUS STANDI OF POSTMASTER-GENERAL.

This was a motion brought by his Majesty's Postmaster-General to review and vary the registrar's report of the 29th of March, 1901, in an action by the owners of the steamship *Winkfield* against the owners of the steamship *Mexican* claiming to limit their liability under the terms of the Merchant Shipping Act, 1894, in respect of a collision which occurred on the 5th of April, 1900, between the steamship *Winkfield* and the steamship *Mexican*, by reason of a fog into which the vessels ran when not far out from Table Bay. The facts were as follows: The steamship *Winkfield* at the time in question was chartered by the Government as a transport for the conveyance of troops and stores and shortly after sailing from Cape Town came into violent collision with the steamship *Mexican*, which soon afterwards foundered. The steamship *Winkfield* at the time was carrying yeomanry and volunteers, together with cargo and mails. The passengers and crew of the steamship *Mexican* were got on board the steamship *Winkfield*, but part of the mails the steamship *Mexican* carried were lost. A Board of Trade inquiry took place, which resulted in the conduct of the captains of both vessels being held to be blameless and their certificates were returned to them. In April of last year the owners of the steamship *Winkfield* commenced an action in this court in which they admitted in writing a liability as to a moiety of the damages proceeded for in the action, subject to their statutory right to limitation of liability. On the 24th of July a decree limiting the liability to £32,514 17s. was obtained, which sum was paid into court on that day, which sum was the amount of the steamship *Winkfield's* owners' £8 statutory liability inclusive of interest. In the case certain claims had been put forward by the Postmaster-General on account of the mails lost with *The Mexican*. He claimed: (1) For the value of the lost bags and cases belonging to the Post Office; (2) for the contents of a great number of parcels shipped either from Cape Colony or Natal; and (3) for the contents of a number of registered letters from the same colonies. It appeared that in many cases claims had been made upon the Postmaster-General by the senders and owners of lost letters and parcels, and to save expense these claims had been put forward by the Postmaster-General on their behalf. In other cases where no claim had been made or instructions received from the senders or owners of lost parcels and letters the Postmaster-General had in the first instance claimed as bailee for the parties, though counsel for the Postmaster-General admitted in the present case that the decision of Hawkins and Wills, JJ., in *Claridge* v. *The South Staffordshire Tramway Co.* (1892, 1 Q. B. 422) was against him. The cases of *The Minna* (2 L. R.

Ad. & Ecc. 97) and *Meux* v. *Great Eastern Railway Co.* (1895, 2 Q. B. 387) were cited. After argument by the Attorney-General,

JEUNE, P., without calling on the other parties, said that he should much like to have gone into this case, which was one at once fascinating and important. The case, however, of *Claridge* v. *The South Staffordshire Tramway Co.* was clear. It should, however, be remembered that although this court frequently followed by analogy common law authorities, yet, nevertheless, this court was not a common law court. He would like to hear what the civil law had to say on the matter. It was, to his mind, quite clear that if the Postmaster-General had not power to make such a claim he certainly ought to have it. This motion must therefore be dismissed, and the Court of Appeal would deal with the whole question and also as to the costs of the parties.—COUNSEL, *Sir R. Finlay*, A.G., and *R. B. Acland*; *C. Head*; *Bateson*. SOLICITORS, *Sir R. Hunter*; *Thos. Cooper*; *Jas. Ballantyne*; *Botterell & Roche*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

## High Court—King's Bench Division.

**PYM** *v.* **WILSHER.** Div. Court. June 6th.

VACCINATION—PROCEEDINGS TO ENFORCE VACCINATION—CONDITION PRECEDENT—VISIT OF PUBLIC VACCINATOR—VACCINATION ACT, 1867 (30 & 31 VICT. C. 84), S. 31—VACCINATION ACT, 1898 (61 & 62 VICT. C. 49), S. 1, SUB-SECTION 3.

It was held in this case that the visit of the public vaccinator to the home of a child, required by section 1, sub-section 3, of the Vaccination Act, 1898, is not a condition precedent to proceedings under section 31 of the Vaccination Act, 1867, against the parent or person having the custody of the child. The respondent was the father of a child born on the 18th of August, 1897. On the 20th of January, 1899, and again on the 23rd of October, 1900, the appellant, a vaccination officer, served notices upon the respondent requiring him to have the child vaccinated within fourteen days from the date of the notice. No notice was given by the public vaccinator of the district to the respondent of his intention to visit the home of the child, nor did the public vaccinator in fact visit the home of the child or offer to vaccinate the child in accordance with section 1, sub-section 3, of the Vaccination Act, 1898. In January, 1901, an information was preferred by the appellant under section 31 of the Vaccination Act, 1867, praying that the respondent might be summoned to answer the information and to shew cause why an order should not be made directing the child to be vaccinated. The justices who heard the information dismissed it upon the ground (*inter alia*) that the requirements of section 1, sub-section 3, of the Vaccination Act, 1898, were a condition precedent to an application for an order under section 31 of the Vaccination Act, 1867. It was contended on behalf of the appellant that there was nothing in the Act of 1898 to shew that the visit of the public vaccinator was intended to be a condition precedent. It was also contended that section 1 of the Act of 1898 did not apply in the case of children born before the passing of the Act.

THE COURT allowed the appeal and remitted the case for an order to be made.

RIDLEY, J., said that in view of section 2, sub-section 2, of the Act of 1898, where it was assumed that that section applied in the case of children born before the passing of the Act, it was probable that the provisions of section 1 also were intended to apply in the case of children born before the passing of the Act. But, apart from that, he was of opinion that the provisions of sub-section 3 requiring the public vaccinator to visit the home of the child were not a condition precedent to proceedings taken under section 31 of the Vaccination Act, 1867.

BIGHAM, J., concurred.—COUNSEL, *Etherington Smith*. SOLICITORS, *Gibson, Weldon, & Bilborough*, for *George Pym*, Belper.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

**ABRAHAMS** *v.* **BULLOCK.** Ridley, J. 20th May; 6th June.

MASTER AND SERVANT—HIRE OF HORSE, BROUGHAM, AND DRIVER FROM JOBMASTER AT SO MUCH A WEEK TO INCLUDE DRIVER'S WAGES—THEFT FROM BROUGHAM OF JEWELLERY—NEGLIGENCE—MASTER PARTING WITH CONTROL OF SERVANT—CONTROL OF HIRER—NON-LIABILITY OF JOBMASTER FOR NEGLIGENCE OF SERVANT.

This was an action tried before Ridley, J., without a jury during last sittings, when judgment was reserved. The action was brought by the plaintiff, a jeweller in a large way of business in the East End of London, to recover from the defendant, a jobmaster, £460, the agreed sum of certain jewellery alleged to have been lost through the negligence of the defendant's servant. The main facts in the case were not in dispute, and were as follows: In June, 1898, the defendant, by letter, entered into an agreement to hire a brougham from the defendant, who was also to supply the coachman and pay him wages, for £3 a week to take his traveller on his rounds. After the arrangement had been working for some time the plaintiff's traveller, on the day in question, went to have his dinner at a hotel in the Old Kent-road, leaving some £500 worth of jewellery in the brougham. The coachman then drove to a public-house to have a meal, and locking the brougham door, took the key with him when he went inside. While inside the house someone got on the box and drove away with the brougham, the vehicle being found later in the day at Brixton, the jewellery having been removed. The only material facts in dispute were (1) whether the contract of hiring was made by the defendant free from all responsibility; (2) whether the plaintiff's traveller knew that the driver was in the habit of leaving the brougham unattended when he went to get his dinner. The evidence for the plaintiff was that nothing was said about the defendant's being free from all responsibility; also that the traveller did not know the driver left the brougham unattended. On the other hand the defendant's manager said that before the letters which formed the contract passed he had told the plaintiff that he would not take any responsibility. The driver gave evidence that the traveller knew that he was in the habit of leaving the brougham unattended in order to get his dinner.

RIDLEY, J., held that the goods were really in charge of the traveller, and that the defendant was not responsible. He therefore gave judgment for the defendant, with costs, and granted leave to appeal.—COUNSEL, *C. A. Russell*, K.C., and *Sims Williams*; *Dickens*, K.C., and *Schwabe*. SOLICITORS, *G. F. H. Matthews*; *J. E. Waters*.

[Reported by ERSKINE REID, Barrister-at-Law.]

**DULIEU** *v.* **WHITE & SONS.** Div. Court. 17th May; 5th June.

DAMAGES—REMOTENESS—CAUSE OF ACTION—NEGLIGENCE—MENTAL SHOCK CAUSING PHYSICAL INJURY.

This case came before the court on a question of law raised by the defendants on the pleadings. The statement of claim alleged that on the 20th of July, 1900, the plaintiff, then being in a state of pregnancy, was behind the bar of her husband's public-house, and that the defendants, by their servant, negligently drove a pair-horse van into the public-house. It went on to allege, in paragraph 4, that the plaintiff in consequence sustained a severe shock and was seriously ill, and on the 29th of September following gave premature birth to a child, and, in paragraph 5, that in consequence of shock sustained by the plaintiff the child was born an idiot. Then followed a claim for damages. The defendants pleaded, as a matter of law, that the damages sought to be recovered were too remote and that the statement of claim upon its face disclosed no cause of action. It was now contended on behalf of the defendants that no action for negligence will lie when there is no immediate physical injury resulting to the plaintiff. That bodily harm, which in the present case resulted to the plaintiff through the shock received by her, and which so acted upon her, in her then state of health, as to produce the bodily harm, was in point of law too remote a consequence of the negligence of the defendants' servant. Fright caused by negligence is not itself a cause of action; *ergo*, none of its consequences can give a cause of action: *Mitchell* v. *Rochester Railway Co.* (N.Y. Reports, 151 [1896], p. 107).

THE COURT (KENNEDY and PHILLIMORE, JJ.), having taken time to consider their judgment, decided in favour of the plaintiff.

KENNEDY, J., in the course of his written judgment, said: The only matter we have to decide is whether, if it is proved at the trial that the defendants' servant did negligently drive a pair-horse van, and by reason of his negligence drove it into the public-house, and did thereby cause the plaintiff such a nervous shock as to make her ill in body and suffer bodily pain, the plaintiff has a good cause of action for damages under paragraph 4. The head of damage under paragraph 5 is rightly treated by the plaintiff's counsel as untenable. In order to succeed the plaintiff has to prove resulting damage to herself, and a natural and continuous sequence uninterruptedly connecting the breach of duty with the damage as cause and effect. The driver of a van and horses in a highway owes a duty to use reasonable and proper care and skill so as not to injure persons lawfully using the highway or property adjoining the highway, or persons who, like the plaintiff, are lawfully occupying that property. The legal obligations of the driver are the same towards the man indoors or the man out of doors. The only question here is whether there is an actionable breach of those obligations if a man in either case is made ill in body by negligent driving which does not break his ribs but shocks his nerves. That fright, where physical injury is directly produced by it, cannot be a ground of action merely because of the absence of any accompanying impact appears to me to be unreasonable and contrary to the authorities. We have, as reported, decisions which go far, at any rate in my judgment, to negative the correctness of any such contention, *Jones* v. *Boyce* (1 Starkie, 493), *Harris* v. *Mobbs* (27 W. R. 154, 3 Ex. D. 268), and *Wilkins* v. *Day* (32 W. R. 123, 12 Q. B. D. 110). Further, we have directly in point the decision of the Common Pleas Division in Ireland in the unreported case of *Byrne* v. *The Great Southern and Western Railway Co. of Ireland* approved of in *Bell* v. *The Great Northern Railway Co. of Ireland* (L. R. Ir. 26 Ch. 428). In the *Victorian Railway Commissioners* v. *Coultas* (13 App. Cas. 222, 32 W. R. Dig. 64) the Privy Council expressly declined to decide that "impact" was necessary. There is, I think, one important limitation. The shock, in order to give you a cause of action, must be one which arises from a reasonable fear of immediate personal injuries to yourself. It may be admitted that the plaintiff as regards the personal injuries would not have suffered exactly as she did if she had not been pregnant at the time; and, no doubt, the driver of the van could not anticipate that she was in that condition. But what does that fact matter? If a man is negligently run over or otherwise negligently injured, it is no answer to the sufferer's claim of damages that he would have suffered less injury, or no injury at all, if he had not had an unusually thin skull or an unusually weak heart. I hold that if on the trial of the action the jury find the issues left to them as the jury found them in *Bell* v. *Great Northern Railway Co.*, the plaintiff will have made out a good cause of action.

PHILLIMORE, J., in the course of his judgment said: I think there may be cases in which A. owes a duty to B. not to inflict a mental shock on him or her, and that in such a case, if A. does inflict such a shock upon B., as by terrifying B., and physical damage thereby ensues, B. may have an action for the physical damage, though the medium through which it has been inflicted is the mind: see the case of *Bell* v. *Great Northern of Ireland Railway Co.* I think there is some assistance to be got from the cases where fear of impending danger has induced a passenger to take means of escape which have, in the result, proved injurious to him, and where the

carrier has been held liable for these injuries, as in *Jones* v. *Boyce* (1 Starkie). The limit of the application of this principle is shewn in *Adams* v. *Lancashire Railway Co.* (17 W. R. 884, L. R. 4 C. P. 739). These principles and cases seem to establish that terror wrongfully induced and inducing physical mischief gives a cause of action. A person venturing into the streets takes his chance of terror. If not fit for the streets at hours of crowded traffic, he or she should not go there. But if a person, being so unfit, either permanently or temporarily, stays at home, he or she may well have a right to his or her personal safety; and wilfully or negligently to invade this right, and so induce physical damage, may give rise to an action. In the case before us the plaintiff, a pregnant woman, was in her house. It is said that she was not the tenant in possession, and could not maintain trespass *quare clausum fregit* if this had been a direct act of the defendant and not of his servant. This is true; her husband was in possession. But none the less it was her home, where she had a right and on some occasions a duty to be; and it seems to me that if the tenant himself could maintain an action his wife or child could do likewise. It is averred that, by the careless driving of the defendants' servant, a pair-horse van came some way into the room, and so frightened her that serious physical consequences thereby befell her. If these averments be proved, I think there was a breach of duty to her for which she can have damages. Once get the duty and the physical damage following on the breach of duty, and I hold that the fact of one link in the chain of causation being mental only makes no difference. Judgment for the plaintiff.—Counsel, *Ritter; Spencer Bower.* Solicitors, *W. Hurd & Son; H. Dade & Co.*

[Reported by E. G. Stillwell, Barrister-at-Law.]

*Ex parte* **BURNBY.** Div. Court. 11th June.

Licensing Acts—Practice—Application for a Rule for a Certiorari—Keeping Disorderly House—Information and Summons Alleged Offence to Have Been Committed on Eight Different and not Consecutive Days—Conviction.

Counsel applied on behalf of one Burnby, a licensed victualler, of Colchester, for a rule *nisi* for a writ of *certiorari* directed to the justices of the Borough of Colchester to shew cause why a certain conviction made by them on the 13th of February should not be brought up to be quashed on the ground that the conviction was bad. Burnby carried on business at the Royal Oak, Colchester, and was charged on an information sworn by a police constable with having on divers days within six months now last passed—viz., on the 26th, 28th, 29th, and 31st of January, 1901, and the 1st, 4th, and 6th days of February, permitted his house to be used as a disorderly house. That was the information and the summons followed in the same form. When the summons came on for hearing before the justices Burnby appeared and his solicitor pointed out that the information was bad in form because under the Summary Jurisdiction Act every information should contain but one offence, and one only, whereas the information contained eight. The justices refused to amend and convicted Burnby, fining him the maximum penalty of £20; the result being that Burnby was disqualified for ever from being a licensed victualler, and the licence *ipso facto* lapsed. The conviction, after some delay, had been drawn up and was now lodged with the clerk of the peace. The learned counsel submitted it was doubtful if the justices had power to convict at all, as the offence, being an indictable offence, was one that should have been tried at quarter sessions. But the main ground, he said, of the present application was that although the conviction would have been good had it followed an amended information, it was bad under the circumstances that happened. He submitted that the justices could only convict for one offence upon one day. [Bigham, J.—They have only convicted you of one offence.] But one offence would not last all these eight days. Moreover, the dates were not consecutive. It could not be said whether Burnby was convicted of this, that, or the other offence or upon what day.

The Court (Ridley and Bigham, JJ.) held that the conviction must stand. It did not matter when the offence was committed as the information charged but one offence repeated on various given days. There was therefore no substance in the application, for both the information and the summons were in order. The application was accordingly refused.—Counsel, *C. E. Jones.* Solicitors, *Doyle, Devonshire, & Woodhouse*, for *Jones & Son*, Colchester.

[Reported by Erskine Reid, Barrister-at-Law.]

**THE GOVERNORS AND COMPANY OF THE NEW RIVER BROUGHT FROM CHADWELL AND AMWELL TO LONDON (Appellants) *v.* THE ASSESSMENT COMMITTEE OF THE HERTFORD UNION, THE OVERSEERS OF THE POOR OF THE PARISH OF ST. JOHN (URBAN), HERTFORD, AND THE MAYOR, &c., OF THE BOROUGH OF HERTFORD (Respondents).** Div. Court. 11th June.

Rating—Rateable Value—Waterworks—Assessment—Cost of Land and Works.

Special case stated by the Court of Quarter Sessions of Hertford in respect of the rating of the property of the New River Co. at a point where the water was taken from the River Lea. The question for the High Court was whether it ought to be rated as it always had been hitherto on the value of the land occupied by the intake, or whether there ought to be added an annual sum of more than £3,000 in respect of what was described as the user of the intake by the flow of the water over it. The appellants contended that the principle upon which the rate ought to be made was this: That the property to be assessed as a whole was divided between the directly contributive part and the indirectly contributive part. So far as the indirectly contributive part was concerned the principle was that it should be rated upon its structural value at the time of making the rate and the value of the land. For the respondents it was not contended that the property at this point was indirectly contributive, but they said it ought to be rated on something beyond the value formerly assessed at, because of the user to which it was put, or for the user itself, which in this case was the water flowing over it, and the taking of the supply of water. If the property was rateable upon the principle contended for by the respondents the decision of the court of quarter sessions was to stand; if not, then either the gross and rateable values were to be reduced respectively or the court was to make such other order as it should think fit.

The Court allowed the appeal.

Ridley, J., said that undoubtedly this was an important case. In his judgment there was included in the old rate all that was properly the subject of consideration in a case like this. He thought it was covered by authority, and that it was not right to add a sum in respect of what might be called the user of the water, for that sum which might be added by reason of the user of the water was no part of the costs of construction, and ought not to be taken into account. He referred to *Liverpool Corporation* v. *Llanfyllin Union* (1899, 2 Q. B. 14) and *Reg.* v. *Mile End Old Town* (16 L. J. M. C. 184), in which the principle was laid down that in questions of rating it was not the amount of rent the hypothetical tenant would in fact give that had to be considered, but the rough way was to see what the site and the construction of the works cost and to make a percentage on the capital amount so expended as representing the rent which a tenant would give. It was impossible to argue that that principle did not apply to the present case.

Bigham, J., concurred. This user was no part of the costs of construction nor a condition precedent to construction, and was therefore not an element to be taken into consideration. The rateable value on this ground could not be increased. Appeal allowed, leave to appeal granted.—Counsel, *Marshall*, K.C., and *R. D. Muir; Balfour Browne*, K.C., and *W. C. Ryde.* Solicitors, *Thompson & Debenham; J. N. Mason & Co.*, for *T. J. Sworder*, Hertford.

[Reported by Erskine Reid, Barrister-at-Law.]

**TERRELL *v.* MURRAY.** Div. Court. 10th and 11th June.

Landlord and Tenant—Dwelling-house—Lease—Covenant to Deliver up in Same Condition "Reasonable Wear and Tear Excepted"—Meaning of Covenant.

This was a motion by the defendant to set aside a judgment of an official referee in an action brought to recover a sum of money alleged to be due in respect of dilapidations under a lease of a dwelling-house. The lease was granted by H. S. Taylor to the defendant on the 9th of August, 1893, for a term of seven years from the 29th of September, 1893. There was not any covenant by the tenant to repair during the term, but there was the following covenant on the part of the tenant—viz., "To deliver up at the expiration or sooner determination of the said term the messuage with all fixtures attached thereto in as good repair and condition as it now is in, reasonable wear and tear and damage by fire excepted." The plaintiff acquired the reversion of the premises from Taylor, and at the expiration of the term made a claim for £112 under the above covenant. The action was referred to an official referee, who found that the sum of £39 was due from the defendant, including £12 for painting the outside of the house, £2 for repointing brickwork, and £5 for repairing parts of the kitchen floor which had become affected by dry rot. The referee held that the fact that the mischief which necessitated the above items of repair had arisen through lapse of time did not excuse the defendant from executing the repairs. For the defendant it was now contended that the effect of the covenant was that the tenant was liable only for commissive waste and not for permissive waste; that reasonable wear and tear included deterioration due to weather or to lapse of time; and that the three items of repair above mentioned were not properly chargeable to the defendant under the covenant. He cited *Lister* v. *Lane and Nesham* (41 W. R. 626; 1893, 2 Q. B. 212), *Davies* v. *Davies* (36 W. R. 399, 38 Ch. D. 499). For the plaintiff it was contended that under the covenant the tenant was liable to do such repairs as would prevent damage by time or weather, and that such repairs included the painting of outside woodwork. The words "fair wear and tear excepted" were mere surplusage, and had no operation in regard to the outside of the house: *Crawford* v. *Newton* (36 W. R. 54), *Guttridge* v. *Munyard* (7 C. P. 129).

The Court (Bruce and Phillimore, JJ.) gave judgment for the defendant.

Bruce, J., in the course of his judgment, said there was no satisfactory authority as to the meaning of the words "fair wear and tear." The meaning of the covenant in his opinion was that the tenant was bound at the end of the tenancy to deliver up the premises in as good condition as they were in at the beginning, subject to the following exceptions—that was to say, dilapidations caused by the friction of the air, dilapidations caused by exposure, and dilapidations caused by ordinary use. Outside painting was not a thing the tenant was bound to do under the covenant.

Phillimore, J., delivered judgment to the same effect. Judgment for the defendant.—Counsel, *Sherman; Bonsey.* Solicitors, *Hall & Co.; Rowcliffes, Rawle, & Co.*

[Reported by E. G. Stillwell, Barrister-at-Law.]

**HALL (Appellant) *v.* McWILLIAM (Respondent).** Div. Court. 7th June.

Gaming—Lottery—Sale of Chances in—Publication in Newspaper of a Scheme for Sale of Chances in Lottery—4 Geo. 4, c. 60, s. 41.

This was a case stated by the Lord Mayor of London, a justice of the peace sitting at the Mansion House. On the 22nd of January, 1901, the

appellant, the printer and publisher of an evening newspaper called the *Sun*, was charged at the Mansion House on an information under 4 Geo. 4, c. 60, s. 41, for unlawfully publishing a proposal and scheme called "spots" for the sale of certain chances in a lottery not authorized by any Act of Parliament, and was convicted thereon. The case stated that the *Sun* newspaper is the property of a limited liability company, and is published and sold in London as an evening paper at the price of a halfpenny, and certain issues of the paper, containing the system referred to in the information, were put in evidence and treated as part of the case. It was announced in one of such issues, dated the 29th of November, 1900, that for a certain period in certain issues of every edition of the *Sun* "spots of varying size" and configuration would be published in various parts of the issues, and some of such "spots" were designated as "winning spots." It was further announced in the said issue that on the 19th of December an announcement would appear shewing the exact configuration of such spots as were declared "winning spots." It was stated in all such issues that the person who cut out from the newspaper and sent to the offices of the *Sun* the portion of the paper containing any spot the facsimile of which had been thus announced as a "winning spot" would receive a prize. It was further announced in the issues that the prizes differed for different spots, and that certain persons, whose names and addresses were given, had in fact already received prizes in accordance with the scheme. On behalf of the appellant it was contended that he had committed no offence, and that the scheme was for the sale of the newspaper in the ordinary course of business and at the usual price, and that the distribution of prizes was gratuitous and was merely by way of advertisement in furtherance of the sale of the newspaper and was not a scheme for the sale of a chance so as to constitute a lottery within the meaning of the Acts. And, further, that to enable the purchaser of a newspaper which contained a winning spot to acquire the prize offered necessitated on his part the exercise of such sufficient care, skill, and vigilance as to render the acquisition of the prize by him not a mere matter of chance. The Lord Mayor was of opinion that the scheme was a lottery not authorized by any Act of Parliament and convicted the appellant. The question for the court was whether upon the facts of the case the decision was right.

THE COURT (RIDLEY and BIGHAM, JJ.) affirmed the conviction.

RIDLEY, J., in giving judgment, said the conviction was right. Section 41 of 4 Geo. 4, c. 60, provides that: "If any person . . . shall sell any ticket or tickets, chance or chances . . . in any lottery or lotteries except such as are or shall be authorized . . . to be sold, or shall publish any proposal or scheme for the sale of any ticket or tickets, chance or chances . . . except . . . as aforesaid, such person . . . shall, for every such offence, forfeit and pay the sum of fifty pounds, and shall also be deemed a rogue and vagabond, and shall be punished as such in the manner hereinafter directed." It was argued that the paper was sold for other objects than this scheme and that the purchase-money was exhausted in purchasing the paper, and that therefore there was no sale of a chance within that section. But the purchaser paid a halfpenny not only for the paper but also for the chance of becoming the owner of one of the winning spots. The appellant had sold a paper and with that paper a chance of gaining a prize in a lottery. That was clearly an offence within section 41.

BIGHAM, J., delivered judgment to the same effect. Appeal dismissed.—COUNSEL, *Marshall Hall*, K.C., and *Germaine*; *Avory*, K.C., and *R. D. Muir*. SOLICITORS, *H. W. Chatterton*; *City Solicitor*.

[Reported by R. G. STILLWELL, Barrister-at-Law.]

## Winding-up Cases.

*Re* SHAWS, BRYANT, & CO. (LIM.). Wright, J. 6th June.

COMPANY—WINDING UP—DIRECTOR'S SALARY—ANNUAL PAYMENT—YEAR OF OFFICE SUBSTANTIALLY COMPLETED.

This was a summons raising the question whether Mr. Bryant, a director of the above company, was entitled to prove in the liquidation of the company for his salary as director for the year ending the 25th of March, 1900. Article 82 of the company provided that "each of the directors . . . shall be paid out of the funds of the company by way of remuneration for their services £150 for each year. . . ." Mr. Bryant had acted as director as from the 25th of March, 1896. A resolution was passed for the winding up of the company, and liquidators were appointed and entered into possession on the 22nd of March, 1900. Bryant had attended the meetings of the directors (which were held every week in accordance with a resolution of the board of directors to that effect) up to the date of the winding up; no meeting was held on the usual day between the date of the winding up (on the 22nd of March) and the 25th of March, the end of the said director's year of office. It was contended by the liquidators that as he had not acted as director for the whole year, but only up to the 22nd of March, and as a director's salary could not be apportioned (in the absence of express words in the articles), he was not entitled to the remuneration claimed: *Inman* v. *Ackroyd & Best (Limited)* (49 W. R. 369; 1901, 1 Q. B. (C. A.) 613).

WRIGHT, J., held on the facts of the case that the terms of article 82 were satisfied, and that Bryant had substantially acted as director for the year. It was true that his duties had in fact been prematurely determined two or three days before the end of the year, but he had done everything it was his duty to do during the year. The proof for his salary ought therefore to be allowed.—COUNSEL, *Witt, K.C.*, and *Muir Mackenzie*; *Stewart-Smith*. SOLICITORS, *William P. Neal*; *Walter B. Styer*.

[Reported by W. MORRIS CARTER, Barrister-at-Law.]

*Re* RHODESIAN PROPERTIES (LIM.). Wright, J. 12th June.

COMPANY—WINDING UP PETITION—ARTICLES OF ASSOCIATION—APPOINTMENT OF SOLICITOR—RETAINING FEE—DISPUTED DEBT—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 79, 80.

This was a petition of a solicitor, asking for the winding up of the above company, which was incorporated on the 29th of April, 1899. The petition stated that the company was indebted to the petitioner in the sum of £70 7s. 5d. for costs, that frequent applications had been made for payment without result, and that the company was insolvent and unable to pay its debts. The sum claimed was made up of a sum of £30 paid to the company, some untaxed bills of costs, and the sum of 100 guineas for a retaining fee as solicitor to the company up till April, 1901, credit being given for certain sums received by the petitioner on behalf of the company. It was stated that the retaining fee had been paid for the year 1900. Article 144 of the company was as follows: "Messieurs ——, of ——, London, shall be the solicitors of the company at an annual retaining fee of 100 guineas, and shall be entitled to remuneration notwithstanding that a member of the firm may be a director of the company." The company did not appear to be insolvent, and the retainer of the solicitor was denied, the company contending that the article did not constitute a binding contract between the company and the petitioner (*Eley* v *Positive Assurance Co. (Limited)*, 24 W. R. 338, 1 Ex. D. 88), and the debt was *bonâ fide* disputed, therefore the proper course was to sue for the costs alleged to be due: *London* v. *Paris Banking Corporation (Limited)* (23 W. R. 643, 19 Eq. 444).

WRIGHT, J., said that the petition was an abuse of the process of the court and must be dismissed with costs. The petitioner had been in a position of trust with regard to the company on its formation, and in inserting an article of this more than unusual kind he ought to have called the attention of the directors, and possibly also of the shareholders to it in the fullest way; and nothing of this sort had been done. The claim was founded on the article only, and there was a real dispute as to whether he was entitled; yet in spite of this, and the fact that he had been solicitor to the company, he brought this petition when there was no proof of the insolvency of the company.—COUNSEL, *Stewart-Smith*; *Butcher*, K.C., and *Austen Cartmell*. SOLICITORS, ——; *Foss, Ledsam, & Blount*.

[Reported by W. MORRIS CARTER, Barrister-at-Law.]

# LAW SOCIETIES.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on the 12th inst., Mr. T. Musgrave Francis (Cambridge) in the chair. The other directors present being: Messrs. Wm. F. Blandy (Reading), H. Morten Cotton, Robert Cunliffe, Grantham R. Dodd, Walter Dowson, Hamilton Fulton (Salisbury), John Hollams, F. Rowley Parker, Richard Pennington, J.P., Richard W. Tweedie, and J. T. Scott (secretary). A sum of £560 was distributed in grants of relief, sixty-one new members were admitted to the association, and other general business transacted.

## LAW ASSOCIATION.

A meeting of the directors was held at the Hall of the Incorporated Law Society on Thursday, the 6th inst., Mr. Nisbet in the chair. The other directors present were: Mr. Birdwood, Mr. Burt, Mr. Cronin, Mr. Daw, Mr. Foss, Mr. Peacock, Mr. Ram, Mr. Toovey, and Mr. Vallance.

The sum of £622 was voted in annuities for members' cases and £269 in grants of relief for non-members' cases, making a total sum of £891 voted in relief to applicants at this meeting. Three new members were admitted to the association, and other general business transacted.

## INCORPORATED LAW SOCIETY OF IRELAND.

A special meeting of this society was held on the 7th inst., in the Solicitors'-buildings, Four Courts, for the purpose of considering the County Courts (Ireland) Bill, 1901, as amended in Committee in the House of Lords. Mr. GEORGE ROCHE, president of the society, occupied the chair.

The PRESIDENT said they were met to consider the County Courts Bill as amended. The Bill which they had before them last March had been materially altered—in fact they would hardly be able to recognise their old friend. The Bill as introduced, and which was dealt with at their last meeting, contained a number of clauses which they then objected to, and a resolution was passed at the time stating that the Bill should be opposed, and appointing a committee, consisting of the president and four members of the council, with the proposer and seconder of the resolution, and four members of the profession other than the council, to form a sub-committee to carry out that object. The committee was formed, and the resolution sent on to the Lord Chancellor. The Bill was amended, and the effect of what had taken place was, that the clauses objected to had been eliminated from the Bill, and the Bill as it now stood contained a number of very useful provisions which were necessary for working the County Courts Bill. He moved: "That this special meeting of the members of the Incorporated Law Society approves of the general provisions contained in the County Courts (Ireland) Bill, 1901, as amended by the Standing Committee of the House of Lords."

Mr. GERALD BYRNE, in seconding the resolution, drew attention to one or two matters that it might be necessary to try to have inserted in the Bill. The Bill as it stood now had eliminated from it the objectionable clauses that he had referred to at their former meeting. One of the matters that he then drew attention to was the question of dealing with interpleaders in a more summary way than the Civil Bill Act at present dealt with them. He wished to say that it was a satisfaction to have at the head of legal affairs in this country a gentleman like Lord Ashbourne, who had met their objections in such a hearty way, and had not only amended the Bill, but actually withdrawn the Bill when he found they considered it objectionable and saw the grounds for it.

Mr. HANBURY C. GEOGHEGAN said the present Bill would be a great improvement in county court procedure, but there was one particular in which he disappoved of it. The rule-making authority under the Bill was the president of the society and the judges. So far as the president was concerned, that was of great advantage to them, but he thought that their profession, when dealing with procedure and remuneration, should not be in the position of being represented by a minority of one if the bar or bench were to vote against them. He thought they should have equal representation from their branch of the profession on the rule-making committee, and also on the remuneration fixing committee.

Mr. R. K. CLAY supported the resolution.

The resolution was passed unanimously.

Mr. C. H. LYSTER proposed: "That the joint committee appointed at the special general meeting of this society, held upon the 29th of March, 1901, do continue to watch the further progress of the County Courts (Ireland) Bill, 1901, and do endeavour to have such further provisions inserted in the Bill as they may deem necessary for the improvement of the county court procedure."

Mr. JAMES BRADY seconded the resolution.

Mr. HANBURY C. GEOGHEGAN supported the resolution. In an article in the *Nineteenth Century*, entitled, "Is Law for the Public or the Lawyers?" the writer, a judge himself, strongly advocated the approximation of the Supreme Court procedure to that so successfully adopted in the county courts.

The PRESIDENT endorsed all that had been said regarding the Lord Chancellor. His lordship had always taken a most kindly interest in the profession, and wherever practical had carried out their views, and no doubt would carefully consider their views put forward in connection with the present Bill on behalf of the profession and the public.

The resolution was adopted.

## LEGAL NEWS.

### APPOINTMENT.

Mr. H. H. COPNALL, solicitor, has been appointed the first Clerk of the Peace of the new Quarter Sessions Borough of Rotherham.

### INFORMATION REQUIRED.

Mr. FRED HUTCHINSON, deceased.—Would the solicitor who executed the Will (within the last two years) of the late Mr. Fred Hutchinson, of Dawson City, N.W.T., and London, England, who died at the German Hospital, Philadelphia, U.S.A., on the 1st day of May, 1901, kindly communicate at once with his brother-in-law, Lionel Frederick Levy, 21, Freemantle-road, Forest Gate, Essex?—Dated this 11th day of June, 1901.

Captain ALBERT SAVORY, Lieutenant in the 4th Hussars—His Will, believed to be dated about August, 1895, is sought for. At the above date the regiment was stationed at South Kensington. Any firm whom the deceased may have consulted, or who may have drawn up the above will, is requested to communicate with Mrs. Savory, Sun Rising, Banbury.

### CHANGES IN PARTNERSHIP.

ADMISSION.

Mr. R. CROPLEY DAVIES, solicitor, has become a partner in the firm of Yeilding, Piper, & Tallack, of 13, Vincent-square, Westminster, and the style of the firm will in future be Yeilding, Piper, Tallack, & Davies. The firm's signature will, however, be Yeilding & Co.

DISSOLUTION.

WILLIAM MOORE SKINNER, CHARLES BLACKETT SKINNER, and WILLIAM CHRISTIAN HENRY CHURCH, solicitors (Skinner, Son, & Church), Sunderland and Newcastle-upon-Tyne. May 26. [*Gazette*, June 7.

### GENERAL.

There was no sitting in Appeal Court II. on Tuesday in consequence of the sudden death of Lord Justice Romer's youngest daughter.

It is announced that Mr. Justice Day has quite recovered from his recent indisposition, and was to leave London for the Reading Assizes on Thursday last.

During a portion of the day on the 7th inst. Maitre Labori occupied a seat on the bench in the Lord Chief Justice's Court, and Mme. Labori was present in the judge's gallery.

On Monday last, in the House of Lords, the Solicitors Bill was, on the motion of Lord Alverstone, read a third time and passed, and the Prevention of Corruption (No. 2) Bill was, on the motion of the Lord Chancellor, read a second time.

The commission day for the Leicester summer assizes on the Midland Circuit is inaccurately given in the official circuit paper as Wednesday, the 26th of June, whereas it should be Tuesday, the 25th of June.

At West Hartlepool, last week, it is stated that a lady of means was brought up on a charge of smashing the windows of her solicitors, who, she alleged, refused to give up certain deeds. It was stated that the deeds were held in trust for other members of her family. She was bound over to keep the peace.

The Lord Chancellor, who will preside at the 20th annual conference of the International Law Association at Glasgow on the 20th of August next and two following days, will be supported by the Lord Chief Justice, Mr. Justice Kennedy, Mr. Justice Barnes, Mr. Justice Bigham, and Mr. Justice Phillimore, and others.

Mr. Justice Wright left town on Thursday afternoon for the Aylesbury assizes on the Midland Circuit. He will return to London whenever practicable in order to hear companies winding-up cases, but when he is absent urgent applications in matters connected therewith may be made to Mr. Justice Cozens-Hardy.

The judicial business of the House of Lords was resumed on Tuesday morning last. The present list contains, says the *Times*, twenty-nine cases, of which twenty-one are English, five are Irish, and three are Scotch appeals. There are four cases awaiting judgment, and there are two claims to peerages pending.

It is stated that the late Lord Coleridge on the occasion of his visit to the United States in 1883, was taken by a distinguished party from Washington down to Mount Vernon. Someone called the attention of Lord Colerige to the breadth of the river at that place, and told him that it was a fact that Washington had thrown a silver dollar across the river. Lord Coleridge replied that he had always understood that a dollar would go further in those days than now.

A correspondent of the *Times* says: It is understood that the judges of the King's Bench Division have come to a decision that cases in the Crown Paper (which consist of appeals from the decisions of county court judges and magistrates) shall in future be separated and made into two lists, instead of forming one only as at present. The result will consequently be that appeals from county court judges (civil cases) will be made into one list, while appeals from the decisions of magistrates (generally criminal cases) will form another list.

At Ashford, this week, Henry Stringer, solicitor, of New Romney, was charged, before the county magistrates, with embezzling several sums of money, amounting in all to about £500, belonging to the Walland Marsh Commissioners. Stringer, says the *Times*, has recently been adjudicated bankrupt. He is a man of some sixty years of age and has held the offices of town clerk of the boroughs of New Romney and Lydd, clerk to the justices of the same boroughs, coroner of the Romney Marsh Division of the county, clerk to the Walland, New Romney, and Romney Marsh Levels, and registrar of New Romney County Court. The bench committed the prisoner for trial at the assizes.

It has been imagined, says the *St. James's Gazette*, that the case of Mr. Reginald Brown, K.C., the new County Court judge, is the only instance of a son ever taking silk while his father was still wearing it. The statement is obviously a slip. Mr. Bargrave Deane, K.C., is a son of the Vicar-General, Sir James Parker Deane, and both father and son are still in harness, although Sir James took silk when his son was a boy of twelve. Mr. Cripps, if memory does not err, was a Q.C. while his father, also a Queen's Counsel, was still living, so there are at least two precedents for the case of Judge Brown, who is a son, by the way, of the oldest man who has ever written K.C. after his name in England. [We could give other instances.]

At the Worcester police-court, this week, Arthur Henry Halford, solicitor, and formerly clerk to the magistrates of the court, was, says the *Times*, charged with misappropriating £1,530, belonging to Thomas Cliff Fitton, of Macclesfield. The prosecuting solicitor stated that the money had been paid to Halford to be invested. He did invest it; but subsequently, without informing his client, withdrew the money and paid it into an account for the purpose of releasing certain deeds. When inquiries were instituted the accused was not able to refund the money; but he had since recognized his civil liability by paying to the prosecutor one-third of the money and giving security for the balance. Witnesses having been called, it was admitted for the defence that there had been gross impropriety and irregularity, but it was urged that there had been no criminal misappropriation. The bench committed the accused to the assizes.

One of the neatest effects ever witnessed, says a writer in the *Albany Law Journal* on "Witnesses and Their Examination," was produced by a single question put by one of the young leaders at our bar in the course of an inquiry on *habeas corpus* as to the sanity of an interested party. A medical expert had testified to his mental unsoundness and had detailed with great clearness the tests he applied to his case, and the results which established to his satisfaction an advanced stage of paresis. He finished his direct examination one afternoon and next day was cross-examined for the purpose of eliciting that many of the conditions he described could be found in every sane person. After being questioned as to the first indication of mental feebleness he had specified, he was then asked what was the second feature of the cases he had mentioned as indicating paresis. The witness was unable to recall which he had mentioned second. "What, doctor, you can't recall the second indication of progressive mental decay which you spoke of only yesterday?" "No, I cannot, I confess." "Well, that's funny. Your second indication was 'Loss of memory of recent events.'" The doctor admitted cheerfully that he had the symptoms himself in a marked degree.

His Excellency Wu Ting-Tang, the Chinese envoy to the United States, in an address before the New York State Bar Association on Chinese Jurisprudence (reported in the *American Law Review*), said that "There are several features in the judicial proceedings of a Chinese court which must seem peculiar and strange to a Western observer. A witness is not treated in the same way as he would be in this country; that is to say, after giving his testimony, he is allowed to go home. In a Chinese court he is generally detained, and only in minor cases is he allowed to go away on bail. As a rule, all witnesses, especially in serious cases, are confined and deprived of their liberty until the termination of the case. For this reason it is very difficult to get people to go voluntarily to court to give evidence. Persons who have reached the age of eighty, or are under ten years of age, or are grievously infirm, are exempted from being called upon to give evidence An official also has the same privilege. He is not compelled to give his testimony in open court. Even when he is the plaintiff or the defendant in an action, he need not appear in person, but can send someone to represent him. If his testimony is absolutely necessary, he can draw up a statement at home and send it to court. Another peculiarity in the Chinese system is that a judge or magistrate can delegate another official to try a case for him. When the deputy holds court he exercises all the powers of his principal, and if he renders a wrong decision, he and his principal are equally held responsible."

# COURT PAPERS.

## SUPREME COURT OF JUDICATURE

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Emergency Rota. | Appeal Court No. 2. | Mr. Justice Kekewich. | Mr. Justice Byrne. |
|---|---|---|---|---|
| Monday, June 17 | Mr. Greswell | Mr. W. Leach | Mr. Pugh | Mr. Pemberton |
| Tuesday 18 | W. Leach | Greswell | Carrington | Jackson |
| Wednesday 19 | Jackson | W. Leach | Pugh | Pemberton |
| Thursday 20 | Pemberton | Greswell | Carrington | Jackson |
| Friday 21 | Carrington | W. Leach | Pugh | Pemberton |
| Saturday 22 | Pugh | Greswell | Carrington | Jackson |

| Date. | Mr. Justice Cozens-Hardy. | Mr. Justice Farwell. | Mr. Justice Buckley. | Mr. Justice Joyce. |
|---|---|---|---|---|
| Monday, June 17 | Mr. Farmer | Mr. King | Mr. Beal | Mr. R. Leach |
| Tuesday 18 | Godfrey | Church | R. Leach | Beal |
| Wednesday 19 | Farmer | King | Beal | Godfrey |
| Thursday 20 | Godfrey | Church | R. Leach | Farmer |
| Friday 21 | Farmer | King | Beal | Church |
| Saturday 22 | Godfrey | Church | R. Leach | King |

## HIGH COURT OF JUSTICE.

### CHANCERY DIVISION.

(*Continued from p. 564.*)

Chancery Causes for Trial or Hearing.

(Set down to May 25, 1901.)

Before Mr. Justice Kekewich.
Adjourned Summonses.

Bottom v Lodge & Harper ld (to come on with fur con)
Mortgage Insurance Corporation ld v Canadian Agricultural Co ld pt hd
In re D Dalrymple Sewell v Michie
In re S Dalrymple Bircham v Springfield
In re Maddock Llewelyn v Washington
Yost Typewriter Co ld v Taylor
In re Knight Tooth v Knight
In re Coppen Dingle v Hunsdon
In re Howarth Birch v Bulfield
In re Cary & Lott's Contract and V & P Act, 1874
In re Coulton Elliott v Gidley
In re Sharman Wright v Sharman
In re The City Estates ld and Jaffray's Contract & V and P Act, 1874 (to come on with act)

Further Considerations.

Whitehouse v Lodge & Harper fur con and adjd sumns
The Branston New Reel Sewing Machine Co ld v Gates fur con
In re Rollason's Wind Motor Co ld Fletcher v The Company fur con

Before Mr. Justice Wright.
(Sitting as an additional Judge of the Chancery Division.)
Companies (Winding-up).
Petitions.

London Camberwell & Dulwich Tramways Co (petn of T Wilkins)
Alberta Gold Dredging Syndicate ld (petn of S S Seal)
Newman's Exploration Co ld (petn of A H Balfour and ors)
Public Works Constructors ld (petn of H Bateman)
State of Wyoming Syndicate ld (petn of W C E Serjeant)
Maunder Macvean Syndicate ld (petn of E Andrew and anr)
Lancashire Finance Assoc ld (petn of the Colt Gun and Carriage Co ld)
British America Corpn ld (petn of C & A Paull)
Same (petn of J Flower & Co)
Same (petn of G H Camden)
Same (petn of Douglas Junior & Co)
Same (petn of Haggard, Hale & Pixley)
Rhodesian Properties ld (petn of G Birchall)

Chancery Division.

Turkish Regie Export Co ld & reduced (petn of Company)
J Grayson, Lowood & Co ld & reduced (petn of Company)

Companies (Winding-up).
Petitions for sanction of scheme of arrangement

Standard Exploration Co ld (petn of H A Malcolm & anr)
Fred Knight & Co ld (petn of Company & Liquidator)

Chancery Division.
Action for Trial.

Wiseman v Panuco Copper Co ld

Companies (Winding-up).
Motions.

Lilly & Lilly ld (for leave to issue writ of attachment against Mead)
Thames White Lead Co ld

Court Summonses.

Hammond's Matabele Gold Mines Development ld (for misfeasance—witnesses)
Leeds & Hanley Theatre of Varieties ld (for misfeasance—witnesses)
Self-Acting Pneumatic Tyre Pump Syndicate ld (for misfeasance)
Radford & Bright ld (on claim of A J Radford)
Home Insce Co ld (to vary list of contributories—Thornhill)
Same (Same—Rayner)
Same (Same—Brown & ors)
Consolidated Contract Corpn ld (on claim of Atlas Corpn ld)
Hawkes & Gardner ld (as to dealing with certain debentures)
Shaws, Bryant & Co ld (on claim of S B Bryant)
Westralian, London & Johannesburgh Co ld (for inspection of books)

Before Mr. Justice Byrne.
Retained by order.

Causes for Trial (without Witnesses and Adjourned Summonses).

In re The Companies Acts, 1862 to 1893 and In re The Automatic Universal Gas Lighter, ld motn set down in Non-Witness List (by order)
Dyer v Whinney m f j
In re Earl Somers' Settled Estates and In re The Settled Land Acts, 1882 to 1890 adjd sums
In re Cartwright Cartwright v Adams adjd sums
In re Sarah Osmond Osmond v Osmond adjd sums
In re Richard Smith Bull v Smith adjd sumns
In re Taylor's Trusts Burt v Taylor adjd sums
In re Jackson, dec Western v Erskine adjd sums
In re E F M Podmore, an infant adjd sumns
In re B B Vincent's Trusts Vincent v Harrison adjd sumns
Attorney-Gen v Tamworth Rural District Council adjd sumns
In re Yates Yates v Wyatt adjd sumns
In re Wedgworth Wedgworth v Wedgworth adjd sumns
In re Whitmore Walters v Harrison adjd sumns
In re Harriet Cox's Estate House v Winstone adjd sumns
In re Baron Magheramorne's Estate Hogg v Hogg adjd sumns
In re Haedicke & Lipskis' Contract and Vendor and Purchaser Act, 1874 adjd sumns
In re W Smith Russell v Smith adjd sumns
In re R J Otway Ruthven v Rotherham adjd sumns
In re T S Pix Plomley v Stileman adjd sumns
In re Scrutton Francis v Scrutton adjd sumns
In re Logan Anson v Cunningham adjd sumns
In re E W Pengelley Pengelley v Pengelley adjd sumns
In re T S Scott Normanton v Priestley adjd sumns

Before Mr. Justice Cozens-Hardy.
Retained by order.

Causes for Trial (without Witnesses and Adjourned Summonses).

In re Gibbs Rust v Truelove adjd sumns
In re Lyveden Hill v Lyveden adjd sumns (not before June 28)
The London Law & Trade Protection Assoc ld v Brock's Goldfields of the Northern Territory of South Australia ld m f j (short)
In re Keck's Settled Estates adjd sumns pt hd (first day after motions)
In re Thomson Hipwell v Attenborough adjd sumns
In re Sneen Joyner v Dauncey adjd sumns
In re Arauco Co ld Fleming v The Company In re the same Tiarks v the Company adjd sumns
Ex parte The Swindon & Cheltenham Extension Ry Co, &c, and Lands Clauses Consolidation Acts, 1845 & 1869 adjd sumns
In re Leigh Prescott v Leigh adjd sumns
In re McNiel Marnham v McNiel adjd sumns
In re Gale & Nott's Contracts adjd sumns
In re Jordan & Stokes Contracts & V & P Act, 1874 adjd sumns
In re Lucas Cooke v O'Neill adjd sumns
In re Phillips Phillips v Phillips adjd sumns
In re Hart Hart v Hart adjd sumns
The Treharris Brewery Co ld v Croswell's Cardiff Brewery Co ld (pltff) adjd sumns
Same v Same (defts) adjd sumns
In re Goldie Taubman Goldie Taubman v Goldie Taubman adjd sumns
Pike v Metcalf adjd sums
In re Bartlett Bartlett v Ayles adjd sumns
In re Fishe & Angold & V & P Act, 1874 adjd sumns
Toynbee v Greenham adjd sumns
In re Wright Loveless v Wright adjd sumns
Bolitho v Batten, Carne & Carne's Banking Co ld adjd sumns
In re James James v James adjd sumns
In re Wilkinson Lloyd v Stead adjd sumns
In re Forbes Lamb v Forbes adjd sumns
Kennard v Kennard adjd sumns
In re White White v Burnet adjd sumns
In re Wickens Foulds v Wickens adjd sumns
In re Rigby In re Gaskell's Trustee Relief Act adjd sumns
In re Beavis Sagar v Beavis adjd sumns
W H Hart & Sons ld v Eagleton adjd sumns
Snow v Dunn & Baker adjd sumns
In re Page Richmond v Attorney-Gen adjd sums
In re Burley Tanfield v Burley adjd sumns
In re Hope's Will & Settled Estates Act adjd sumns
In re Hurst Bott v Goode adjd sumns
In re Wright & Woodgate & V & P Act, 1874 adjd sumns
In re Williams (expte Taff Vale Ry Cy Co, &c.) adjd sumns

Further Considerations.

In re The Arauco Co ld Fleming v The Company In re Same Tiarks v The Company fur con (first day of fur con)
In re Tucker Tucker v Tucker fur con (deft W Tucker dead)
Hodgkinson v Haslam fur con
In re Lewis Lewis v Williams fur con

Moody v Harrison fur con
In re Pigou, Wilks & Laurence ld Strachey v Pigou, Wilks & Laurence ld fur con adjd from Chambers
In re Knight Farmaner v Knight fur con adjd from Chambers
In re Farrar Farrar v Farrar fur con adjd from Chambers & adjd sumns
In re Robson Macfarlane v Robson fur con adjd from Chambers
In re Cobb Harrison v Cobb fur con
In re Day Day v Sprake fur con
In re Seamons Wright v Rackham fur con
In re Vase Langrish v Vase fur con adjd from Chambers

Before Mr. Justice FARWELL.
Retained by order.
Causes for Trial (with Witnesses).
Jones v The Mayor, &c, of Pwllheli act (pleadings to be delivered)
Badische Anilin & Soda Fabrik v Leopold Cassella & Co act (June 4, after pt hd)
General Sulphide Co ld v Barton act
Governor & Company of the New River, &c v Wilmot act pt hd to be mentioned (June 4)
Cory v Lewis act (not before June 13)
Birkin v Andrews act (pleadings to be delivered)
Gore Booth v Gore Booth act (not before July 1)
Banting v Lambe act (pleadings to be delivered)
Gregory v Raahleigh act
Hayward v Slater act (June 10)
Greenhalgh v Brinley act
In re Glenfield Glenfield v Glenfield act
The Dunlop Pneumatic Tyre Co ld v Buckenham & Adams, &c, Co ld act
Poppleton v Chynoweth act (not before July 1)
Morell v Telfer act
Taylor v Starley act
Burls v Schüller act
Howard v Gilbert act
In re Leamon Leamon v Read act
Greet v Ord act & counterclaim
Edmunds v Herrief act & m f j
Lloyds Bank ld v Luck act & m f j
In re Martin Martin v Martin act
Lord Mostyn v Manger act
McCarthy v McCarthy act
Bone v Harvey act
Young v O'Connor act
Short v Johnstone act & counterclaim
Handyside v Campbell act
Digby v Etherington act
Bush v Bush act
Aldis v Cholmley act
Hurst v Burgess act
Williams v Williams act

Before Mr. Justice BUCKLEY.
Causes for Trial (with Witnesses).
Thomas v Thomas act
Sutton v Curzon act
In re Frampton & George & V & P Acts, 1874 adjd sumns set down in Witness List (by order)
Roberts v Fiddiman act
Le Mesurier v Le Mesurier act
Allingham v Clinch act
Evans-Williams v Byron act (s o Michaelmas Sittings)
Williams v Williams act
Bezall v School Board for London act
A Christian & anr v School Board for London & ors act
In re Arnold Fay Mortimer & ors v Silliance & ors act
Pilkington v Teakley Vacuum Hammer Co act
Carr v McDermott act
Brook v J W Offin (the younger) act
Richards v De Winton Richards v Evans acts consolidated (by order)
Kent v Ballard act
Giddons v Giddons act
Andrew v Ferne Ferne v Andrews acts consolidated (s o not before July 14)
Plant v Bowen act
Shute v Hutchinson act
Bradshaw v Widdrington Widdrington v Bradshaw act and counter-claim
Chiplin v Mussett act
Poisson v Robertson act
T Venables & Sons ld v The Workmen's Houses ld act
Rowland v Chapman Rowland v Corrie Rowland v Corrie Rowland v Brandreth acts and counter-claims consolidated (by order)
Barnard v Grien act
Max Sichel (trading, &c) v Lipton ld act
Great Western Ry Co v Blades act
Humphreys v Tebb act (set down by order, pleadings to be delivered)
United States Metallic Packing Co ld v Shaw act
His Highness The Nizam of Hyderabad v His Highness The Nizam's Guaranteed State Rys Co ld act
Whetmore v Treherne act
Hurst v Höbig act and counter-claim
In re Cawkwell Townsend v Nall act
In re Cottu Atwool v Sprey-Smith act
Martell (trading, &c) v Cameron act
Parrott v Walton act
Child v Fiddaman act
In re Sutton Lewis v Sutton act

Before Mr. Justice JOYCE.
Retained by order.
Causes for Trial (with Witnesses).
Turner v Moon act (not before June 12)
Dunlop Pneumatic Tyre Co ld v Moseley & Sons act
In re Longson Mills v Longson act
Kite v New Grand (Clapham Junction) ld act
Perkins v Vorwerk act
Cocks v Puttick & Simpson act
A Bridgman & Co ld v Smith act
Courtenay's Worcestershire Sauce Syndicate ld v Courtenay act
The Lagunas Nitrate Co ld v J H Schroeder act
Gray v Blakeley act & m f j
Cottrell v The Birmingham Central Estates ld act
Byrne v Reid question of fact (set down by order March 29, 1901)
Ainsworth v Wilding act
J Ambler & Sons ld v Mayor &c of Bradford act
Youngs, Crawshay, & Youngs ld v Larking
Maber v The Rainbow Dye Works Co ld act
Aflalo v Lawrence & Bullen ld act and counter-claim
Waite v Parkinson Parkinson v Waite act & counter-claim (not before June 11)
Barson v Gibb act
Barson v Allen act
In re Allworth Allworth v Allworth Allworth v Allworth act & counter-claim
Bateley & Co ld v James King & Co ld act for trial (pleadings to be delivered)
The Motor Carriage Supply Co ld v British & Colonial Motor Car Co ld counter-claim for trial
Poole v Townson act
Steele v Lyford act
Parish v Mayor, &c of the City of London act
Radclyffe v Woods act & counter-claim

## HIGH COURT OF JUSTICE.

### KING'S BENCH DIVISION.

TRINITY SITTINGS, 1901.

SPECIAL PAPER.

For Judgment.

In re an Arbitration between The Brush Electrical Engineering Co. and The Governor of Malta
Davidson v Hill & ors
Dulieu v R White & Sons ld

For Argument.

In re an Arbitration between Marshall and The Scottish Employers' Liability & General Insce Co ld Special Case pt hd (referred back to Arbitrator)
Harrington v Holbrook Special case pt hd (referred back to Board of Agriculture)
Stoddart v Argus Printing Co ld Points of law (s o for amendment)
In an Arbitration between Edward Lloyd ld and the Sturgeon Falls Pulp Co ld Special case
Lockie v Craggs & Sons Special case
Wasteneys v Wasteneys Points of law
Hindle v Urban District Council of Padiham Points of law
Kirkwood v Carroll & Cutler Points of law

OPPOSED MOTIONS.

For Argument.

In re an Arbitration between The New London Discount Co ld and The New London Credit Syndicate ld (s o generally)
In re an Arbitration between Carling & Co and Brandon & anr
In re an Arbitration between Brandon & anr and Geddes & Co
In re an Arbitration between Roome and Strauss
In re an Arbitration between Canale & Galliani & ors and Morgan, Wakley, & Co
In re an Arbitration between Jones & anr and The London, Birmingham, & Manchester Insce Co ld
In re an Arbitration between Humphreys and Humphreys
In re an Arbitration between Easton, Anderson, & Goolden and The Commrs of the Haddenham Level
In re Labouchere & anr (expte The Columbus Co ld) and In re an Action The Columbus Co ld v Birnbaum & Son ld
In re an Arbitration between The Axminster & Lyme Regis Light Ry Co and Smith
In re an Arbitration between The Same and Harris
Easterbrook, Allcard & Co ld v G F Milnes & Co ld
Terrell v Murray
Sattin & anr v Poole
In re an Arbitration between Barnett and the Mayor, &c of the Boro' of Eccles
Webster & anr v Tebb
Blossett-Maule v Norwich Union Life Insurance Co & anr (s o by order)
In re an Arbitration between Dickinson and Thornber
In re an Arbitration between Heyes and Heyes
In re The Copyright Act, 1842, and the registration of the books "Steps to Reading," &c (Expte Ellen Dale)
In re a Solicitor Expte Incorporated Law Society
In re an Arbitration between The Haslam Foundry & ngineering Co ld and the Smithfield Markets Cold Storage Co ld
In re The Pamphlet headed "All White Anti-Friction Metals are Made, &c" and the Act 5 & 6 Vict cap 45 (expte The Magnolia Anti-Friction Metal Co of Great Britain)
In re an Arbitration between Collins & Collins
In re a Solicitor Ex parte Incorporated Law Society
In re a Solicitor Expte Same
Llewellins & anr v Humphreys

CROWN PAPER.

For Judgment.

Warwickshire, Birmingham Redfern & Son v Rosenthal Bros & anr appl by Defts Rosenthal Bros from Judge Whitehouse, Birmingham County Court, for judgt or new trial (c a v March 22, 1901, cor Channell and Bucknill, Jj)
Cardiff Poll v Dambe appl against conviction by Stip Mag under Merchant Shipping Act, 1894 (c a v May 14, 1901, cor Lord Chief Justice, Lawrance and Phillimore, Jj)

For Argument.

Pembrokeshire The King v Mayor, &c., of Pembroke nisi for mandamus to obey order of Local Government Board (expte Local Government Board
County of London Vestry of St James and St John, Clerkenwell, v Evans appl against dismissal by Jj of claim under Metropolis Management Act, 1862
Bootle Overseers, &c, of Bootle-cum-Linacre v Liverpool Warehousing Co appl against Jj decision in respect of rating of premises

**Same** Same v J & T Webster appl against decision by Jj against rating of premises
**Lancashire, Liverpool** Jones v Lawrence & anr appl by pltff from Judge Collier, Liverpool County Court, for judgt or new trial
**Met Pol Dist** The King v Taylor, Esq, Met Pol Mag & Tandy nisi to state case (expte A W Sealy)
**Surrey, Lambeth** Sturt v Burley appl by pltff from Judge Emden, Lambeth County Court, for judgt or new trial
**Hertfordshire** Governor & Company of the New River v The Hertford Union & ors special case on order of sessions on rating appeal
**County of London** The King v Moreland, Esq, & ors nisi for mandamus to hear appeal (expte Kodak ld)
**Cornwall** Turner v Jj of Cornwall appl against dismissal by Jj of information under Explosives Act, 1875
**County of London** The King v Special Commissioners of Income Tax nisi for mandamus to state case (expte Wilson & ors)
**Glamorganshire, Swansea** Coddle v Roberts & anr appl by pltff from Judge G. Williams, Swansea County Court, for judgt or new trial
**Denbighshire, Llanwrst** Dawson & Wife v Brandreth appl by deft from Judge Sir H Lloyd, Llanwrst County Court, for judgt or new trial
**London** Coghlan v Greene motn to set aside order of Day, J in Chambers, dismissing deft's application for writ of prohibition to Mayor's Court
**Yorkshire, Middlesborough** North-Eastern Ry Co v Eason & Co appl by pltffs from Judge Templer, Middlesborough County Court, for judgt or new trial
**Devonshire, Exeter** Brownie v Knapton appl by deft from Judge Woodfall, Exeter County Court, for judgt or new trial
**Essex** The King v Wedd, Esq, & othrs, Jj, &c and Bundick Nisi for order to Jj to state case (expte Gilson & anr)
**Margate** Elliott v Pilcher appl against dismissal by Jj of information under Food & Drugs Act, 1875
**Staffordshire, Stafford** In re the estate of John Choyce, dec Choyce v Choyce & ors appl by Clara Austin from Judge , Stafford County Court, against refusal to set aside judgt
**Derbyshire** Pym v Wilsher appl against dismissal by Jj of information under Vaccination Acts
**Met Pol Dis** Duckham (on behalf, &c) v Perkins appl against dismissal by Met Pol Mag of information under bye laws
**Same** Central London Ry v Hammersmith Borough Council appl against conviction by Met Pol Mag under Public Health (London) Act, 1891
**Worcestershire, Dudley** Leech v Whittaker & Co (Life & Health Assce Assoc, Insurers) appl by Applicant from Judge Roberts, Dudley County Court, for order to Insurers to pay into Court money payable by Respts to Applicant under an award under W.C. Act, 1897
**Yorkshire, N R** Lewis v Fanthorpe appl against conviction by Jj under Weights & Measures Act, 1878
**Same** Fanthorpe v Lewis appl against dismissal by Jj of information under Weights & Measures Act, 1878
**London** McWilliam v Bottomley appl against dismissal by Lord Mayor of information under 4 Geo IV, chapter 60, sec 41
**Same** Hall v McWilliam appl against conviction by Lord Mayor under 4 Geo IV, chapter 60, sec 41
**Middlesex, Brentford** Salamon (trading, &c) v Wheatley (Wheatley ld, clmts) appl by pltff from Judge Bagshawe, Brentford County Court, for judgt or new trial
**Same** Allen v Dorey & Co appl by pltff from Judge Bagshawe, Brentford County Court, for judgt or new trial
**Essex** Cornish v Lunniss appl against conviction by Jj under Locomotives Act, 1898
**Wiltshire, Marlborough** Forder v Waldron appl by pltff from Judge Gwynn Jones, Marlborough County Court, for judgt or new trial
**Ramsgate** Kemp v Nash appl against order by Jj for payment of tolls under Ramsgate Improvement Act, 1838
**Hampshire, Southampton** Stormont, Todd & Co v Stancomb appl by deft from judge, Southampton County Court, for judgt or new trial
**Norfolk** Mann v Nurse appl against dismissal by Jj of information for trespass in pursuit of game
**Met Pol Dist** Godfrey v Smith appl against dismissal by Met Pol Mag of information under Common Lodging House Act, 1853
**Cardiff** McKenzie v Parker appl against dismissal by Stip Mag of information under Wild Birds Protection Act, 1880
**London** Consolidated London Properties v Chilvers (on behalf, &c) appl against conviction by Lord Mayor under The Factory and Workshops Act, 1891
**Yorkshire, Sheffield** Thornhill v Willis appl by deft from Judge Waddy, Sheffield County Court, for judgt or new trial
**Middlesex, Westminster** Edison Engraving Co v New Ireland Publishing Co appl by defts from Judge Horton Smith, Westminster County Court, for judgt or new trial
**Middlesex, Shoreditch** Trafford v Arlidge & ors appl by deft W Arlidge from Judge French, Shoreditch County Court, for judgt or new trial
**Middlesex, Bow** Broomfield, an infant, v Mattison appl by deft from Judge French, Bow County Court, for judgt or new trial
**Met Pol Dist** Stokes v Haydon appl against dismissal by Met Pol Mag of complaint under The Metropolis Management Act, 1862
**Middlesex, Westminster** Webb v Renshaw & Co appl by defts from Judge Lumley Smith, Westminster County Court, for judgt
**Glamorganshire, Swansea** Port Talbot Tin Plate Co & anr v Barlow appl by deft from Judge Williams, Swansea County Court, for judgt or new trial
**Middlesex, Clerkenwell** Hahlo v Great Eastern Ry Co appl by deft from judge, Clerkenwell County Court, for judgt
**Met Pol Dist** Deane v Beach appl against dismissal by Met Pol Mag under 58 & 59 Vict, c 7
**Surrey, Croydon** Sampson v Simmons appl by pltff from Judge Russell, Croydon County Court, to discharge order
**Surrey, Wandsworth** Harris v Cunliffe appl by pltff from Judge Russell, Wandsworth County Court, for new trial
**Middlesex, Shoreditch** Thompson v Rhodes appl by deft from Judge French, Shoreditch County Court, for judgt
**Bath** The King v Dymock, Esq & anr, Jj, &c nisi for certiorari for order of Jj (expte Davis)
**Same** The King v Moger, Esq. & anr, Jj &c. nisi for certiorari for conviction by Jj (expte Davis)
**Surrey, Wandsworth** Pullan & anr v Younger, Saunders & Co appl by defts from Judge Russell, Wandsworth County Court, for judgt or new trial
**Lancashire, Manchester** Johnston and ors v Ashton & Co appl by defts from Judge Parry, Manchester County Court, for judgt or new trial
**Westmoreland** Threlkeld v Smith appl against conviction by Jj under Larceny Act, 1861
**Middlesex, Bow** Thompson v City Glass Bottle Co appl by defts from Judge French, Bow County Court, for judgt or new trial
**Hertfordshire, Watford** Atkins v Dr Tibbles Vi-Cocoa ld appl by defts from Judge Sir A G Martin, Watford County Court, for judgt
**Glamorganshire, Merthyr Tydfil** Rees & Co v Edwards appl by pltffs from judge, Merthyr Tydfil County Court, for judgt
**Glamorganshire** The King v Davies, Esq, & anr, Jj, &c nisi for certiorari for conviction of Granfield (expte Granfield)
**Lancashire, Liverpool** Burrows v Keates & Co appl by pltff from Judge Collier, Liverpool County Court, for judgt or new trial
**Glamorganshire, Merthyr Tydfil** Griffiths & anr v Rees appl by pltff from judge, Merthyr Tydfil County Court, for judgt
**Cumberland, Whitehaven** McDowell v London, Edinburgh, & Glasgow Assce Co appl by defts from Judge Steavenson, Whitehaven County Court, for judgt or new trial
**Middlesex, Whitechapel** Healing v Healing appl by pltff from Judge Bacon, Whitechapel County Court, for judgt or new trial
**Cumberland** The King v Roberts nisi for supersideas and procedendo of indictment of Defendant (expte Prosecutors)
**Staffordshire, Hanley** Whiting & Sons v Gilman & anr appl by defts from Judge Mulholland, Hanley County Court, for judgt or new trial
**Yorkshire, Halifax** Bailey v Wilson appl by pltff from Judge Cadman, Halifax County Court, for judgt
**Middlesex, Whitechapel** Harris v Rosenberg (Rosenberg clmt) appl by pltff from Judge Bacon, Whitechapel County Court, for judgt or new trial
**Devonshire, Axminster** Parkin & Sons v Spiller appl by deft from judge, Axminster County Court, for judgt

## THE PROPERTY MART.

### SALES OF THE ENSUING WEEK.

June 19.—Messrs. ROBT. BOND & SONS, at the Great White Horse Hotel, Ipswich, at 7:—Ipswich: Oakstead, a Family Residence, in timbered grounds. Also gentleman's Residence adjoining, known as South Bank. Solicitors, Messrs. Steward & Rouse, Ipswich. (See advertisement, June 8, p. 8.)

June 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Freehold Residence at Kensington, near Notting Hill Station; let at £130. Solicitors, Messrs. Sanderson, Adkin, & Lee, London.—Leasehold Shop and Premises at Kentish Town, near the station. Solicitor, J. Bannister Brown, Esq, London.—Freehold Dairy Farm at Hunt Halden, near Ashford, Kent, with an area of over 89 acres; let at £115 per annum. Solicitors, Messrs. King & Ludlow, London.—Freehold Corner Shop and Premises at Lewes, Sussex; let at £60 per annum. Solicitor, E Rivy Robb, Esq., Tunbridge Wells.—Two Leasehold Residences at Blackheath, near the railway station; let at £50 per annum each. Solicitors, Messrs. Wontner & Sons, London. (See advertisements, this week, back page.)

June 19.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2, in 35 Lots, Freehold Investments in Ground-rents and Rack-rentals, and Building Site:—Wandsworth-common: Ground-rents, £482 17s. per annum. Balham and Bekenham: Ground-rents, £77 16s. per annum. Holloway: Ground-rents, £193 10s. per annum. Harlesden: Ground-rents, £258 12s per annum. Strand: House and Shop, let at £490 per annum. Long-acre: Building Site, covering 1,600 feet. Whitechapel: Two Houses and Premises, let at £120 per annum. City of London: Corner House and Premises, near the General Post Office, let at £120 per annum. Greenwich: Fully-licensed Public-house, the "Golden Anchor," let at £75 per annum. Lee: Two Houses and Shops, let at £155 per annum. Solicitors, Messrs. Hardisty, Rhodes, & Hardisty, London. (See advertisement, June 8, p. 6.)

June 19.—Messrs. HUMBERT & FLINT, at the Mart, at 2:—Elstree, Herts: Freehold Residential Estate, known as Palmers, comprising a modern residence, situate a few minutes' walk from Elstree Station on the Midland Railway; comprising an area of about 33 acres; with possession. Solicitors, Messrs. Crossman, Pritchard, Crossman, & Block, London.—Rickmansworth, Herts: Freehold Residential Property, known as Highfield House, situate about one mile from Rickmansworth Station (Met. Ry.), comprising about 5a. 0r. 26p. Also Enclosure of Building Land, with frontage of about 264 feet. Solicitors, Messrs. Andrew, Wood, & Purves, London.—Abbots Langley, Herts (one mile from the village of King's Langley, on the L. & N.-W. Ry. main line): Freehold Building Estates, comprising 43a. 3r. 27p. Solicitors, Messrs. Rooper & Whately, London. (See advertisements June 8, p. 7.)

June 20.—Messrs. FAREBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., at the Mart, at 2:—Tonbridge, Kent: Freehold Property, close to the town, known as Brook-street Farm Estate, occupying a total area of about 180 acres, and possessing an important frontage of nearly 4,000 feet. Solicitors, Messrs. Currie, Williams, & Williams, London.—Wandsworth: Valuable Freehold Site, with possession, suitable for the erection of shops and residential flats. Solicitors, Messrs. Freshfields, London. (See advertisements, June 8, p. 23.)

June 20.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To One-half of a Residuary Estate, value £42,450, in Railway and Government Stocks. Solicitors, Messrs. E. Flux, Leadbitter, & Neighbour, London.

To One-third of Freehold Shops at Ramsgate, producing £210 per annum. Solicitor, Henry Ikin, Esq., London.

To One-eighth of £5,000 invested in a Farm at Ramsey; lady aged 82. Solicitor, H. Lomas, Esq., Rickmansworth.

To One-fifth of a Trust Fund, value £16,400, in American Railway Stock; lady aged 63. Solicitor, Edward M. Lazarus, Esq., London.
To One-eighth of a Trust Estate, value £12,155, in Railway Stocks and Freeholds; ladies aged 80 and 74.
To One-eighth of Trust Funds, value £11,685, in Consols and Licensed Property; ladies aged 63 and 56 Solicitor, C. S. Lermitte, Esq., London.
REVERSIONARY LIFE INTEREST of a Gentleman aged 21 in One-eighth of £284, produced from Freeholds and Leaseholds; with policy. Solicitors, Messrs. Colyer & Colyer, London.
POLICIES for £2,000, £1,500, £500 Solicitors, Messrs. May, Sykes, & Co., London.
SHARES in London Trading Bank. Solicitor, Herbert Oppenheimer, Esq., London. (See advertisements, this week, back page.)
June 20.—Messrs. C. C. & T. Moore, at the Mart, at 2:—Loughton, Essex: Detached and expensively-fitted Residence, Holmdale; vacant possession; unexpired term 72 years Leasehold Residences, Craigh, Tarbert, Plymn, Elmsdale, and Fern Bank, Station-road; let at £193. Leasehold Houses and Shops, Nos. 1 and 2, Market-place, High-road; let at £100 Freehold Villas, Coles-hill, High Beech-road; let at £78 Three Plots of Building Land. Solicitors, Messrs. Martin & Watkins, London.—Bromley-by-Bow and Poplar: Freehold Ground-rents of £109 4s. and £117 12s. Freehold Houses, Nos 3, 4 5 Union-court, Union-street, Poplar; let at £39 per annum. Solicitors, Messrs. Lewis & Sons, London.—Wanstead: Freehold Residence. Avisforde, Blake Hall-road. Solicitor, J. Barrett, Esq., London.—Freehold Ground-rents of £12 12s., £19 10s., £11. £9, £14, £17 10s. Solicitors, Messrs. Collins & Woods, Swansea. (See advertisement, June 8, p. 9.)
June 20.—Messrs. Stimson & Sons, at the Mart, at 2: Leasehold Ground-rents at Peckham, Bow, and Hampton. Solicitors, Messrs. Peard & Son, London. (See advertisement, June 8, p. 8.)

RESULT OF SALE.

Messrs. C. C. & T. Moore sold on Thursday last, at the Mart, a Freehold Shop in Middlesex-street, Aldgate, for £3,450; Freeholds in Churchill-road, Homerton, and other Properties in Whitechapel, Bethnal Green, and Poplar. Result of sale, £5,095.

## WINDING UP NOTICES

*London Gazette.*—Friday, June 7.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Alliance Land, Building, and Investment Co, Limited (in Liquidation)—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Edward Stimson, 8, Moorgate st. Burton & Son, 82, Blackfriars rd, solors to liquidator
Anglo-Columbian Co, Limited—Petn for winding up, presented June 5, directed to be heard on June 19. Bennett & Co, 58, Moorgate st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18
Blair & Co, Limited—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, 3, Lothbury. Stothart, 79, Coleman st, solor for liquidator
Callow Park Dairy Co, Limited—Creditors are required, on or before June 17, to send their names and addresses and the particulars of their debts and claims, to Charles James March and David Sibbald, 79, Copenhagen st, Islington. Francis Miller & Steele, Telegraph st, solors to the liquidators
Coetzerstroom Estate and Gold Mining Co, Limited—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to George Deas, 39, Lombard st. Watson & Watson, Fenchurch st, solors to the liquidator
Cuddingwarra Gold Mines, Limited—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts or claims, to J. G. B. Elliot, 18, Eldon st. Smith & Son, Old Broad st, solors to liquidator
"Excel" Milk Co, Limited—Petn for winding up, presented June 5, directed to be heard on June 19. Watson & Watson, 17, Fenchurch st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18
Kydd & Kydd, Limited—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to W. E. Mounsey, 3, Lord st, Liverpool. Batesons & Co, solors for liquidator
Lady Evelyn Gold Mines, Limited—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts or claims, to Mr Charles Eden George, 31, Lombard st. Smith & Son, Old Broad st, solors to the liquidator
Mercerising Co, Limited—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Frederick Tinker Woolley, 71, King st, Manchester
New Hillsborough Gold Mining Co, Limited—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to Murdoch McLeod, Manor Farm House, Haverhill, Suffolk. Blyth & Co, Gresham House, solors for liquidators
Ruskin Steamship Co Limited—Creditors are required, on or before July 10, to send their names and addresses, and particulars of their debts or claims, to Arthur Holland and John Heaton Hield, 2, East India avenue
South Western of Venezuela (Barquisimeto) Railway Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts and claims, to Harold Burton Milne, 3, Lombard st

*London Gazette.*—Tuesday, June 11.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Anglo-Argentine Mining, Smelting, and Refining Co, Limited—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Norbert Strzelecki, 37, Dashwood House, 9, New Broad st
Canadian Mines Development Co, Limited—Petn for winding up, presented June 1, directed to be heard June 19. Sims & Syms, 70, Queen Victoria st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18
Condor Agency, Limited—Creditors are required on or before June 18, to send their names, addresses, and the particulars of their debts or claims to Maurice Jenks, 6, Old Jewry. Lloyd-George & Co, 63, Queen Victoria st, solors to liquidator
Freeman Newspaper Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts and claims, to John Edward Myers, 19, Craven st, Northumberland av
Madras Ice Manufacturing Co, Limited—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to Howard Forester Knight, Devonshire chmbrs, Bishopsgate st Without. Trinder & Co, solors to liquidator
Rylands Compositions, Limited—Petn for winding up, presented June 8, directed to be heard June 19. Sankey, 31, Aldermanbury. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18
Universal Electrical Advertising Syndicate, Limited—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to Thomas Galland Mellors, King John's chmbrs, Bridlesmith gate, Nottingham. Green & Williams, Nottingham, solors for liquidator



## BANKRUPTCY NOTICES.

*London Gazette.*—Friday, May 31.

### ADJUDICATIONS.

Amended notice substituted for that published in the London Gazette of May 17:

Symonds, George Henry, Hetton le Hole, Durham, Miner Durham Pet May 14 Ord May 14

Amended notice substituted for that published in the London Gazette of May 24:

Kekes, William James, St Just, Cornwall, Artist Truro Pet May 20 Ord May 20

### ADJUDICATION ANNULLED.

Hay, Stratford Morrison Canning, Cambridge, retired Major Cambridge Adjud Nov 7, 1899 Annul May 22, 1901

*London Gazette.*—Tuesday, June 4.

### RECEIVING ORDERS.

Amended notice substituted for that in the London Gazette of May 24:

Carris, Thomas Humphrey Broad, Egg Buckland, Devon, Licensed Victualler Plymouth Pet May 21 Ord May 21

### RECEIVING ORDER RESCINDED.

Morgan, Rowland A A, Southend on Sea, Commission Agent Chelmsford Rec Ord Feb 27 Resc May 15

### ADJUDICATIONS.

Amended notice substituted for that published in the London Gazette of May 14:

London, Frederick, Handsworth Birmingham Pet April 18 Ord May 11

Amended notice substituted for that published in the London Gazette of May 24:

Carris, Thomas Humphrey Broad, Egg Buckland, Devon, Licensed Victualler Plymouth Pet May 21 Ord May 21

*London Gazette.*—Friday, June 7.

### RECEIVING ORDERS.

Baily, Henry William, Twickenham, Licensed Victualler Greenwich Pet May 31 Ord May 31
Barker, Frank, Gt Portland st, Public house Manager High Court Pet June 3 Ord June 3
Bolsom, Samuel, Little Ilford, Essex, House Furnisher High Court Pet June 4 Ord June 4
Barton, Thomas, Ince in Makerfield, Lancs, Licensed Victualler Wigan Pet June 3 Ord June 3
Bewley, Arthur Stanley, Liverpool, Paint Merchant Liverpool Pet May 23 Ord June 4
Binley, John, Hempnall, Norfolk, Schoolmaster Ipswich Pet June 1 Ord June 1
Blackburn, Tom, Bridlington, Builder Scarborough Pet June 4 Ord June 4
Caldwell, W M, Barmouth, Merioneth Aberystwith Pet April 4 Ord June 4
Chamberlain, Edward, Wheatley, nr Doncaster Sheffield Pet June 3 Ord June 3
Coombs, James, Camberwell, Butcher High Court Pet May 8 Ord June 3
Daniell, Cairns Eckford, York bldgs, Adelphi High Court Pet May 11 Ord June 4
Dibley, Charles Henair, Strood, Kent, Plumber Rochester Pet June 4 Ord June 4
Dodds, George Fox, Fareham, Hants, Baker Portsmouth Pet June 1 Ord June 1
Elletson, Thomas Kirke, Kingston upon Hull, Railway Clerk Kingston upon Hull Pet June 3 Ord June 3
Embrough, Abraham, Leicester Leicester Pet June 3 Ord June 3
Evans, Sarah, Swansea, Grocer Swansea Pet May 22 Ord June 3
Fidell, George Anderton, Kingston upon Hull, Grocer Kingston upon Hull Pet June 3 Ord June 3
Fuller, Alfred Bell, Guildhall chmbrs, Basinghall st High Court Pet March 27 Ord June 5
Fuller, James Clement, Gt Yarmouth, Sailmaker Gt Yarmouth Pet June 5 Ord June 5
Glover, John, Cross Gates, nr Leeds, Carting Agent Leeds Pet June 4 Ord June 4
Graham, John, Southport, Pawnbroker Cockermouth Pet June 4 Ord June 4
Hall, William Nicholson, Gt Grimsby, Fish Merchant Gt Grimsby Pet June 5 Ord June 5
Hancock, Peter Llewellyn, Milford Haven, Pembroke, Shipbuilder Pembroke Dock Pet June 3 Ord June 3
Hannan, William Stanley, Truro, Steamship Owner Truro Pet June 4 Ord June 4
Harries, Benjamin, Newport, Mon, Grocer Newport, Mon Pet June 3 Ord June 3
Harris, John Robert, Brighton, Curio Dealer Brighton Pet June 3 Ord June 3
Hart, Frank, Little Britain, Hotel Manager Cheltenham Pet June 4 Ord June 4
Higgs, Thomas Henry, Rushden, Northampton, Butcher Northampton Pet June 3 Ord June 3
Horne, Henry George, Birmingham, Electro plater Birmingham Pet April 23 Ord June 4
Hollebone, Harold Trench, Southsea Portsmouth Pet June 4 Ord June 4
Jeffery Richard, Bournemouth, Stonemason Poole Pet June 3 Ord June 3
Kent, Fred Howard, Werrington, Confectioner Warrington Pet June 3 Ord June 3
Leafe, Robert George, Stockton on Tees, Insurance Agent Stockton on Tees Pet June 3 Ord June 3
Lear, George Edward, Thakeham, Sussex, Farmer Brighton Pet June 3 Ord June 3
Levy, Solomon, Whitechapel, Tailor High Court Pet June 5 Ord June 5
Lewis, William, Brook st, Hanover sq High Court Pet March 27 Ord June 5
Lucas, Charles, Red Lion st, Glass Manufacturer High Court Pet April 19 Ord May 8
Miller, John, Hanway st, Oxford st, Estate Agent High Court Pet March 7 Ord June 5
Norton, J, Park ln, Clissold Park, Commission Agent High Court Pet May 18 Ord June 5
Owen, William, Woking, Engineer Guildford Pet May 11 Ord June 4
Paynter, William, Bognor High Court Pet March 29 Ord June 5
Pearson, Herbert, Matlock Bridge, Derbys, Hay Dealer Derby Pet June 4 Ord June 4
Pearson, Joseph Harrison, Morley, Yorks, Baker Dewsbury Pet June 3 Ord June 3
Pecenik, Arthur, South Audley st High Court Pet April 16 Pet June 5
Phillips, Daniel, Tavistock sq, Commission Agent High Court Pet May 7 Ord June 5
Pook, Charles Oliver, Greenwich, Solicitor Greenwich Pet May 13 Ord June 4
Prager, Louis, Hove, Dentist Brighton Pet June 4 Ord June 4
Rees, James Price, Manchester, General Merchant Manchester Pet May 18 Ord June 5
Riach, William, Newcastle on Tyne, Baker Newcastle on Tyne Pet June 3 Ord June 3
Sagar, George, Atherton, Lancs, Boot Dealer Bolton Pet June 5 Ord June 5

SCARLETT, PETER EDWARD, Southport, Auctioneer Liver- Pet May 21 Ord June 4
SEEX, JOHN, Reigate, Cabinet Maker High Court Pet June 4 Ord June 4
SPICER, JOHN, Hatherleigh, Devon, Agricultural Labourer Plymouth Pet June 5 Ord June 5
SUGDEN, WALTER, Kingston upon Hull, Keel Master Kingston upon Hull Pet June 4 Ord June 4
VEALE, WILLIAM HENRY, Torquay, Market Gardener Exeter Pet June 4 Ord June 4
WARD, LUCY HARRIETT, Sheffield, Steel Melter Sheffield Pet June 4 Ord June 4
WHITEHOUSE, JAMES ENOCH, Kinver, Staffs, Licensed Victualler Stourbridge Pet May 31 Ord May 31
WORSNOPP, JOHN JAMES, Bradford, Stuff Merchant Bradford Pet May 30 Ord June 5

Amended notice substituted for that published in the London Gazette of April 19:

FORD, WILLIAM HENRY, Goldhawk rd, Shepherd's Bush, Builder St Albans Pet March 15 Ord April 12

Amended notice substituted for that published in the London Gazette of May 21:

EMERY, WILLIAM, Manchester, Joiner Manchester Pet May 6 Ord May 17

## FIRST MEETINGS.

BARKER, FRANK, Gt Portland st, Public house Manager June 18 at 12 Bankruptcy bldgs, Carey st
BARTON, THOMAS, Ince in Makerfield, Lancs, Licensed Victualler June 17 at 3 Off Rec, Exchange st, Bolton
BINLEY, JOHN, Hempnall, Norfolk, Schoolmaster June 14 at 1 Off Rec, 36, Princes st, Ipswich
BIRCH, LOUISA MARY, GERTRUDE MAUD BIRCH, and LILIAN LUCY BIRCH, Birmingham, Milliners June 14 at 11 174, Corporation st, Birmingham
BOOTHMAN, FRED, Wheatley, nr Doncaster, Draper June 14 at 12 Off Rec, Figtree ln, Sheffield
CHALLIS, EDWARD GEORGE, Wandsworth, Grocer June 14 at 12.30 24, Railway app, London Bridge
CHARITY, ALFRED, Loughborough, Builder June 14 at 3 Off Rec, 1, Berridge st, Leicester
COOMBS, JAMES, Camberwell, Butcher June 18 at 2.30 Bankruptcy bldgs, Carey st
DART, CHARLES, St Budeaux, Devon, Builder June 14 at 11 6, Athenæum ter, Plymouth
DARWENT, WILLIAM, Urmston, Merchant June 14 at 3 Off Rec, Byrom st, Manchester
DAVY, SAMUEL FOSTER, Doncaster, Labourer June 14 at 12.30 Off Rec, Figtree ln, Sheffield
DIBLEY, CHARLES HENRIE, Strood, Kent, Plumber June 17 at 10.45 115, High st, Rochester
DODDS, GEORGE FOX, Fareham, Hants, Baker June 14 at 3 Off Rec, Cambridge junc, High st, Portsmouth
DUERDEN, JOHN, Monton, Eccles, Lancs, Builder June 14 at 2.30 Off Rec, Byrom st, Manchester
DUNLOP, JAMES, and GEORGE DUNLOP, Newcastle on Tyne, Grocers June 14 at 11.30 Off Rec
EDWARDS, WILLIAM, Pontypridd, Timber Merchant June 14 at 3 135, High st, Merthyr Tydfil
ELLETSON, THOMAS KIRKE, Kingston upon Hull, Railway Clerk June 14 at 11.30 Off Rec, Trinity House ln, Hull
EMBROUGH, ABRAHAM, Leicester June 14 at 12.30 Off Rec, 1, Berridge st, Leicester
FIELD, JULIAN, Bath Hotel, Piccadilly June 14 at 12 Bankruptcy bldgs, Carey st
FIDELL, GEORGE ANDERTON, Kingston upon Hull, Grocer June 14 at 11 Off Rec, Trinity House ln, Hull
FURNESS, ARTHUR, Sheffield, Purveyor of Toilet Articles June 14 at 11.30 Off Rec, Figtree ln, Sheffield
GUILBERT, WALTER, Ryde, Printer June 15 at 4 Crown Hotel, Ryde, I of W
HARDY, GEORGE, Long Eaton, Derbys, Lace Manufacturer June 15 at 11 Off Rec, 47, Full st, Derby
HODGSON, FREDERICK JOHN, Cardiff, Grocer June 14 at 11 117, St Mary st, Cardiff
HOPSON, LAURA ELIZABETH, Coventry June 14 at 12 17, Hertford st, Coventry
HOUSMAN, JOHN EBENEZER, St Austell, Cornwall, Tailor June 18 at 12 Off Rec, Boscawen st, Truro
JONES, LEWIS, Newport, Mon, Licensed Victualler June 14 at 11 Off Rec, Westgate chmbrs, Newport, Mon
KAY, JOHN WATSON, Colne, Lancs, Agricultural Engineer June 14 at 11 Off Rec, 14, Chapel st, Preston
KENT, FRED HOWARD, Warrington, Confectioner June 14 at 3.30 Off Rec, Byrom st, Manchester
KNIGHT, GEORGE BINFIELD, Amesbury av, Streatham Hill, Commercial Traveller June 14 at 11.30 24, Railway app, London Bridge
LEE, GEORGE, and TIMOTHY HALL, Sheffield, Builders June 14 at 1 Off Rec, Figtree ln, Sheffield
MUNNS, WILLIAM, Sandown, I of W, Butcher June 17 at 2.30 Off Rec, 19, Quay st, Newport, I of W
NEWMAN, JOHN SPENCER, Gt Yarmouth, Florist June 15 at 12.30 Off Rec, 8, King st, Norwich
PYE, ROBERT THOMAS, Burnley, Furniture Dealer June 14 at 11.30 Off Rec, 14, Chapel st, Preston
RICHARDS, JOHN, Cardiff, Licensed Victualler June 14 at 12 117, St Mary st, Cardiff
SMITH, ALAN WYLDBORE BOSWORTH, Stoke, Devonport, Lieutenant R N June 14 at 10.30 6, Athenæum ter, Plymouth
THOMAS, EDWARD IVEY, Camborne, Cornwall, Grocer June 18 at 12.30 Off Rec, Boscawen st, Truro
THORLEY, GEORGE, Hanley, Staffs, Ironmonger June 14 at 11.30 Off Rec, Newcastle under Lyme
UPSHALL, SYDNEY, Springfield, Essex, Insurance Agent June 17 at 3 Off Rec, 95, Temple chmbrs, Temple av
VEALE, WILLIAM HENRY, Torquay, Market Gardener June 20 at 10.45 Off Rec, 13, Bedford cir, Exeter
WILLIAMS, WILLIAM HERBERT, Guildford, Grocer June 17 at 12 24, Railway app, London Bridge

## ADJUDICATIONS.

ALBAN, WILLIAM GORE, Bayswater, Major in H M Army High Court Pet March 22 Ord June 3
BAILY, HENRY WILLIAM, Twickenham, Licensed Victualler Greenwich Pet May 31 Ord May 31
BARKER, FRANK, Gt Portland st, Public house Manager High Court Pet June 3 Ord June 3
BARTON, THOMAS, Ince in Makerfield, Licensed Victualler Wigan Pet June 3 Ord June 3
BENT, CHARLES HERBERT, Liverpool, Tobacco Factor Liverpool Pet April 27 Ord June 4
BIGDEN, THOMAS CHARLES, Barlswood, Surrey, Farmer Croydon Pet April 1 Ord June 1
BINLEY, JOHN, Hempnall, Norfolk, Schoolmaster Ipswich Pet June 1 Ord June 1
BLACKBURN, TOM, Bridlington, Builder Scarborough Pet June 4 Ord June 4
BOLSOM, SAMUEL, Little Ilford, Essex, Cabinet Manufacturer High Court Pet June 4 Ord June 4
BRIMBLE, SYDNEY JAMES, Bristol Bristol Pet May 23 Ord June 3
BUCKLEY, GEORGE HUGH, Bristol, Confectioner Bristol Pet May 21 Ord June 3
CHAMBERLAIN, EDWARD, Wheatley, nr Doncaster Sheffield Pet June 3 Ord June 3
DODDS, GEORGE FOX, Fareham, Hants, Baker Portsmouth Pet June 1 Ord June 1
ELLETSON, THOMAS KIRKE, Kingston upon Hull, Railway Clerk Kingston upon Hull Pet June 3 Ord June 3
EMERY, WILLIAM, Manchester, Joiner Manchester Pet May 6 Ord June 5
FIDELL, GEORGE ANDERTON, Kingston upon Hull, Grocer Kingston upon Hull Pet June 3 Ord June 3
FLOOD, SYLVESTER BERNARD, Bristol, Fruit Merchant Bristol Pet May 11 Ord June 1
FULLER, JAMES CLEMENT, Gt Yarmouth, Sailmaker Gt Yarmouth Pet June 5 Ord June 5
GLOVER, JOHN, Cross Gates, near Leeds, Carting Agent Leeds Pet June 4 Ord June 4
GRAHAM, JOHN, Southport, Pawnbroker Workington Pet June 4 Ord June 4
HALL, WILLIAM NICHOLSON, Gt Grimsby, Fish Merchant Gt Grimsby Pet June 5 Ord June 5
HANCOCK, PETER LLEWELLYN, Milford Haven, Pembroke, Shipbuilder Pembroke Dock Pet June 3 Ord June 3
HANNAN, WILLIAM STANLEY, Truro, Steamship Owner Truro Pet June 4 Ord June 4
HARRIS, JOHN ROBERT, Brighton, Curio Dealer Brighton Pet June 3 Ord June 3
HART, FRANK, Little Britain, Hotel Manager Cheltenham Pet June 4 Ord June 4
HIGGS, THOMAS HENRY, Rushden, Northampton, Butcher Northampton Pet June 3 Ord June 3
JEFFERY, RICHARD, Bournemouth, Stonemason Poole Pet June 3 Ord June 3
KENT, FRED HOWARD Warrington, Confectioner Warrington Pet June 3 Ord June 3
KNIGHT, ALFRED HENRY, Wimbledon, Watchmaker Kingston, Surrey Pet June 1 Ord June 6
LAVARS THOMAS HENRY, Bristol, Tailor Bristol Pet May 23 Ord June 3
LEAFE, ROBERT GEORGE, Stockton on Tees, Insurance Agent Stockton on Tees Pet June 3 Ord June 3
LEE, GEORGE, and TIMOTHY HALL, Sheffield, Builders Sheffield Pet May 4 Ord June 4
PAGE, ELIZABETH, Leicester, Carter Leicester Pet May 14 Ord June 1
PEARSON, HERBERT, Matlock Bridge, Derbys, Straw Dealer Derby Pet June 4 Ord June 4
PEARSON, JOSEPH HARRISON, Morley, Yorks, Master Baker Dewsbury Pet June 3 Ord June 3
PERCIVAL, FRED, Northwich, Grocer Crewe Pet May 22 Ord June 4
RANDALL, ROBERT EDWARD, and WILLIAM NIXON WILLIAMSON, Hanwell, Stationers High Court Pet May 18 Ord June 5
RIACH, WILLIAM, Newcastle on Tyne, Grocer Newcastle on Tyne Pet June 3 Ord June 5
ROBSON, CHARLES HENRY MEGSON, Brighton, Solicitor Brighton Ord June 4
SAGAR, GEORGE, Atherton, Lancs, Boot Dealer Bolton Pet June 5 Ord June 5
SHARP, ALFRED GEORGE, Bexley Heath, Kent Rochester Pet April 1 Ord June 4
SHEARS, ERNEST, Totton, Hants, Ironmonger Southampton Pet May 28 Ord June 5
SPICER, JOHN, Meeth, Hatherleigh, Devon, Agricultural Labourer Plymouth Pet June 5 Ord June 5
STEPHENS, EDWIN, Ealing, Hotel Keeper Brentford Pet Jan 30 Ord June 3
STONE, GEORGE, Bristol, Hay Dealer Bristol Pet May 15 Ord June 3
SUGDEN, WALTER, Kingston upon Hull, Keel Master Kingston upon Hull Pet June 4 Ord June 4
VEALE, WILLIAM HENRY, Torquay, Market Gardener Exeter Pet June 4 Ord June 4
WALLIS, THOMAS, Wrexham, Mineral Water Manufacturer Wrexham Pet May 10 Ord June 3
WARD, LUCY HARRIETT, Sheffield, Steel Melter Sheffield Pet June 4 Ord June 4
WHITEHOUSE, JAMES ENOCH, Kinver, Staffs, Licensed Victualler Stourbridge Pet May 31 Ord May 31
WILKINS, FREDERICK TOM, Llandrindod Wells, Radnor, Coachbuilder Newtown Pet May 25 Ord June 3
WORSNOPP, JOHN JAMES, Bradford, Stuff Merchant Bradford Pet May 30 Ord June 5

Amended notice substituted for that published in the London Gazette of May 31:

NEWMAN, JOHN SPENCER, Gt Yarmouth, Florist Gt Yarmouth Pet May 22 Ord May 25

## ADJUDICATION ANNULLED.

MORGAN, JOSIAH, Senghenydd, Glamorgans, Licensed Victualler Pontypridd Adjud July 25, 1900 Annul May 16, 1901

*London Gazette.*—TUESDAY, June 11.

## RECEIVING ORDERS.

ASH, MABEL PATIENCE GERTRUDE, Smethwick, Staffs, Grocer West Bromwich Pet June 5 Ord June 5
BARKER, HENRY WORDSWORTH, Sheffield, Insurance Agent Sheffield Pet June 8 Ord June 8
CARTER & SONS, H C, St Leonards on Sea, Coal Merchants Hastings Pet May 21 Ord June 8
COOK, JAMES HERBERT, Shepton Mallet, Somerset, Builder Wells Pet May 25 Ord June 7
CROSS, HARRY, Tavistock, Devon, Saddler Plymouth Pet June 6 Ord June 6
CULLIFORD, JAMES, Llangeinor, Glam, Labourer Cardiff Pet June 4 Ord June 4
CUNNINGHAM, THOMAS, Pendleton, Salford, Carrier Salford Pet June 8 Ord June 8
FAIRHURST, WALTER, Wigan, Mineral Water Salesman Wigan Pet June 7 Ord June 7
FRANCIS, ARTHUR S, Berkeley st, Piccadilly, Solicitor High Court Pet April 29 Ord June 7
FUCHS, CARL JACOB CHRISTOPHER FREDERICK WILLIAM GEORGE VALENTINE, Great Sutton st, Bag Manufacturer High Court Pet June 7 Ord June 7
GODFREY, H T, Wimbledon, Builder Kingston, Surrey Pet May 21 Ord June 7
HOLLOWAY, FREDERICK, Dawes rd, Fulham, Grocer High Court Pet June 7 Ord June 7
JEFFERS, THOMAS PAYNE, Lower Kennington ln, Oilman High Court Pet June 1 Ord June 7
JONES, ERNEST, Isleworth, Builder Brentford Pet May 21 Ord June 7
JUDD, WILIAM FITZER, Fareham, Hants, Butcher Portsmouth Pet June 7 Ord June 7
KERR, ROBERT, Manchester, Furniture Dealer Manchester Pet May 24 Ord June 7
LITCHFIELD, WILLIAM, Barry, Glam, Newsagent Cardiff Pet June 4 Ord June 4
MOORES, JOSEPH, Yiewsley, Baker Windsor Pet June 7 Ord June 7
OWEN, FREDERICK, Birmingham, Fruiterer Birmingham Pet June 5 Ord June 5
PATTINSON, ROBERT WILLIAM, East Kirkby, Notts, Grocer, Nottingham Pet May 23 Ord June 5
PUGH, ARTHUR, Brynmawr, Brecons, Baker Tredegar Pet June 6 Ord June 6
REED, JAMES, Brighton, Wine Merchant Brighton Pet June 6 Ord June 6
REED, WILTON THOMAS, Endsleigh ter, Duke's rd, Actor High Court Pet June 8 Ord June 8
ROBERTS, DAVID, Merthyr Vale, Glam, Builder Merthyr Tydfil Pet June 5 Ord June 5
ROSENFELD, NATHAN, Lower Broughton, Salford, General Merchant Manchester Pet June 7 Ord June 8
STANBURY, CHARLES HENRY, Devonport, Forage Merchant Plymouth Pet May 30 Ord June 8
STOCKDALE, JOHN, and CHARLES STOCKDALE, Bradford, Packing Case Makers Bradford Pet June 8 Ord June 8
TINDAL, CHARLES H, Copthall av High Court Pet May 18 Ord June 6
TONKS, JOHN, Portsmouth Portsmouth Pet May 9 Ord June 5
WHITE, JAMES, Cromer, Builder Norwich Pet June 8 Ord June 8
WHITE, JOHN EDWARD, Bethnal Green rd, Corn Merchant High Court Pet June 8 Ord June 8
WHITE, WHEATER, Halifax, Oil Merchant Halifax Pet June 5 Ord June 5

Amended notice substituted for that published in the London Gazette of May 7:

HUBBARD, ALEXANDER ROBERT, Richmond, Surrey, Butcher Wandsworth Pet April 11 Ord May 2

Amended notice substituted for that published in the London Gazette of May 24:

BENNETT, WALTER ERNEST THOMAS, Lewisham, Builder Greenwich Pet May 3 Ord May 21

## FIRST MEETINGS.

BERRY, THOMAS, Wisbech St Peter, Cambridge, Auctioneer June 19 at 12.30 Off Rec, 8, King st, Norwich
BLACKBURN, TOM, Bridlington, Yorks, Builder June 19 at 11.30 74, Newborough, Scarborough
BOLSOM, SAMUEL, Little Ilford, Essex, House Furnisher June 20 at 12 Bankruptcy bldgs, Carey st
CHAMBERLAIN, EDWARD, Wheatley, nr Doncaster, Manufacturer of Horse Spice June 18 at 12.30 Off Rec, Figtree ln, Sheffield
COLLYER, HERBERT ARTHUR, Wimbledon, Clerk June 19 at 11.30 24, Rai way app, London Bridge
CULLIFORD, JAMES, Llangeinor, Glam, Labourer July 5 at 9.30 117, St Mary st, Cardiff
DANIELL, CAIRNS ECKFORD, York bldgs, Adelphi June 19 at 11 Bankruptcy bldgs, Carey st
DICKINSON, CHRISTIANA, Halifax, Confectioner June 19 at 3 Off Rec, Townhall chmbrs, Halifax
EMERY, WILLIAM, Manchester, Joiner June 19 at 3 Off Rec, Byrom st, Manchester
EVANS, EVAN, Aberdare, Glam, Haulier June 18 at 1 135, High st, Merthyr Tydfil
EVANS, SARAH, Swansea, Grocer June 18 at 12 Off Rec, 31, Alexandra rd, Swansea
FULLER, ALFRED BELL, Guildhall chmbrs, Basinghall st June 21 at 11 Bankruptcy bldgs, Carey st
GATHERCOLE, FREDERICK CHARLES King's Lynn, Norfolk, Licensed Victualler June 18 at 12.15 Off Rec, 8, King st, Norwich
GLOVER, JOHN, Cross Gates, nr Leeds, Carting Agent June 18 at 11 Off Rec, 22, Park row, Leeds
HANCOCK, PETER LLEWELLYN, Milford Haven, Pembroke, Shipbuilder June 21 at 12.30 Temperance Hall, Pembroke Dock
HANNAN, WILLIAM STANLEY, Truro, Steamship Owner June 20 at 12 Off Rec, Boscawen st, Truro
HARRIS, JOHN ROBERT, Brighton, Curio Dealer June 19 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
HIRONS, WILLIAM GEORGE, Solihull, Warwick, Coal Merchant June 19 at 11 174, Corporation st, Birmingham
HOLLEBONE, HAROLD TRENCH, Southsea June 18 at 4 Off Rec, Cambridge junc, High st, Portsmouth
JEFFERY, RICHARD, Bournemouth, Stonemason June 21 at 12.30 Off Rec, Endless st, Salisbury
JONES, WILLIAM, Coleford, Glos, Colliery Under Manager June 19 at 12 Off Rec, Westgate chmbrs, Newport, Mon

JUDD, WILLIAM FITZER, Fareham, Hants, Butcher June 19 at 3 Off Rec, Cambridge junc, High st, Portsmouth
KNIGHT, ALFRED HENRY, Wimbledon, Watchmaker June 18 at 12.30 24, Railway app, London Bridge
LEAR, GEORGE EDWARD, Thakeham, Sussex, Farmer June 19 at 3 Norfolk Hotel, Arundel
LEVY, SOLOMON, Whitechapel, Tailor June 18 at 2.30 Bankruptcy bldgs, Carey st
LEWIS, WILLIAM, Brook st, Hanover sq June 18 at 11 Bankruptcy bldgs, Carey st
LITCHFIELD, WILLIAM, Barry, Glam, Newsagent June 19 at 12 117, St Mary st, Cardiff
LUCAS, CHARLES, Red Lion st, Holborn, Glass Manufacturer June 19 at 12 Bankruptcy bldgs, Carey st
MILLER, JOHN, Hanway st, Oxford st, Estate Agent June 18 at 12 Bankruptcy bldgs, Carey st
MIDDIMAN, WILLIAM HENRY, Sheffield, Builder June 18 at 12 Off Rec, Figtree la, Sheffield
NORTINGALE, BASIL JAMES, Leamington, Artist June 18 at 12.30 Off Rec, 1, Berridge st, Leicester
NORTON, J, Park la, Cliasold Park, Importer June 19 at 11 Bankruptcy bldgs, Carey st
PEARCEY, RICHARD JOHN, Frith st, Soho, Foulterer's Assistant June 26 at 2.30 Bankruptcy bldgs Carey st
PEARSON, JOSEPH HARRISON, Morley, Yorks, Baker June 20 at 11 Off Rec, Bank chmbrs, Batley
REED, JAMES, Brighton, Wine Merchant June 21 at 3.15 Off Rec, 24, Railway app, London Bridge
RICH, WILLIAM, Newcastle on Tyne, Baker June 18 at 11.30 Off Rec
RICHARDS, JOHN WILLIAM, Barrow in Furness, Wire Worker June 21 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
RIGBY, GEORGE, Atherton, Lancs, Boot Dealer June 19 at 3 Off Rec, Exchange st, Bolton
SPENCELEY, SCOTT WILLIAM, Bedford, Commercial Traveller June 19 at 12.30 Off Rec, Bridge st, Northampton
STODEN, WALTER, Kingston upon Hull, Keel Master June 18 at 11 Off Rec, Trinity House in, Hull
TRACKRAY, FREDERICK BAYLISS, Huntingdon, Builder June 18 at 1.40 George Hotel, Huntingdon
TOMKINS & Co, G J, Ilford, Essex, Builders June 24 at 11 Bankruptcy bldgs, Carey st
TOMKS, JOHN, Portsmouth June 18 at 3 Off Rec, Cambridge junc, High st, Portsmouth
TRACEY, The Hon HANBURY, F S A, Queen's gate June 20 at 2.30 Bankruptcy bldgs, Carey st
WALKER, JOSEPH HUGH, Cheadle, Staffs, Cabinet Maker June 18 at 12 Off Rec, Newcastle under Lyme, Staffs
WALLIS, THOMAS, Wrexham, Mineral Water Manufacturer June 18 at 11.15 The Priory, Wrexham
WOODALL, SARAH, Loudoun rd, St John's Wood, Widow June 26 at 12 Bankruptcy bldgs, Carey st
WORSNOPP, JOHN JAMES, Bradford, Stuff Merchant June 18 at 12 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

BAKER, HENRY WORDSWORTH, Sheffield, Insurance Agent Sheffield Pet June 8 Ord June 8
BENNETT, WALTER ERNEST THOMAS, Lewisham, Builder Greenwich Pet May 3 Ord June 4
BERKENKAMP, CORNELIUS ARNOLDIUS, Mitcham, Basket Manufacturer High Court Pet May 31 Ord June 5
BROWN, CHARLES, Biggleswade, Beds, Potato Merchant Bedford Pet April 10 Ord June 4
CROSS, HARRY, Tavistock, Saddler Plymouth Pet June 6 Ord June 6
CULLIFORD, JAMES, Llangeinor, Glam, Labourer Cardiff Pet June 4 Ord June 4
CUNNINGHAM, THOMAS, Pendleton, Salford, Carrier Salford Pet June 8 Ord June 8
EVANS, SARAH, Swansea, Grocer Swansea Pet May 22 Ord June 6
FAIRHURST, WALTER, Wigan, Mineral Water Salesman Wigan Pet June 7 Ord June 7
FOX, WILLIAM JAMES, Romsey, Southampton, Timber Merchant Southampton Pet May 15 Ord June 7
FUCHS, CARL JACOB CHRISTOPHER FREDERICK WILLIAM GEORGE VALENTINE, 6t Sutton st, Bag Manufacturer High Court Pet June 7 Ord June 7
HACKNEY, W F, Earlsfield, Chemist Wandsworth Pet Feb 21 Ord Feb 23
HIRONS, WILLIAM GEORGE, Solihull, Warwick, Coal Merchant Birmingham Pet May 2 Ord June 8
JUDD, WILLIAM FITZER, Fareham, Hants, Butcher Portsmouth Pet June 7 Ord June 7
LEAR, GEORGE EDWARD, Thakeham, Sussex, Farmer Brighton Pet June 3 Ord June 3
LITCHFIELD, WILLIAM, Barry, Glam, Newsagent Cardiff Pet June 4 Ord June 4
MARTIN, WILLIAM JOHN, Newick, Sussex, Builder Eastbourne Pet May 20 Ord June 6
MOORES, JOSEPH, Yiewsley, Baker Windsor Pet June 7 Ord June 7
NEILD, ALFRED WILLIAM, Uttoxeter, General Dealer Burton on Trent Pet May 6 Ord June 8
OWEN, FREDERICK, West Hockley, Birmingham, Fruiterer Birmingham Pet June 5 Ord June 5
PICKLES, FRANK, and DAVID ILLINGWORTH LONGBOTTOM, Clackheaton, Yorks, Worsted Spinners Bradford Pet May 9 Ord June 7
PUGH, ARTHUR, Crynmawr, Brecon, Baker Tredegar Pet June 6 Ord June 6
PULLEN, JAMES, Amelia st, Kennington, Builder High Court Pet April 15 Ord June 8
REED, JAMES, Brighton, Wine Merchant Brighton Pet June 6 Ord June 6
REES, JAMES PRICE, Manchester, General Merchant Manchester Pet May 18 Ord June 7
RICHARDS, JOHN, Cardiff, Licensed Victualler Cardiff Pet May 23 Ord June 6
ROBERTS, DAVID, Merthyr Vale, Builder Merthyr Tydfil Pet June 5 Ord June 5
STOCKDALE, JOHN, and CHARLES STOCKDALE, Bradford, Packing Case Makers Bradford Pet June 8 Ord June 8
WHITE, JAMES, Cromer, Builder Norwich Pet June 8 Ord June 8
WHITE, JOHN EDWARD, Bethnal Green rd, Corn Merchant High Court Pet June 8 Ord June 8
WHITE, WHEATER, Halifax, Oil Merchant Halifax Pet June 5 Ord June 5
Amended notice substituted for that published in the London Gazette of June 7:
HARRIS, JOHN ROBERT, Brighton, Curio Dealer Brighton Pet June 3 Ord June 10

ADJUDICATION ANNULLED.

SAMUEL, JOHN, Llancarvan, Glamorgan, Auctioneer Cardiff Adjnd Dec 17, 1892 Annul June 6, 1901

# SOLICITORS' BENEVOLENT ASSOCIATION,

**For the Relief of Poor and Necessitous Solicitors and Proctors in England and Wales, and their Wives, Widows, and Families.**

**(INSTITUTED 1858.)**

## THE FORTY-FIRST ANNIVERSARY FESTIVAL

OF THIS ASSOCIATION WILL BE HELD AT THE

## HÔTEL MÉTROPOLE (WHITEHALL ROOMS), LONDON,

**On TUESDAY, the 18th JUNE, 1901, at Seven o'clock p.m. precisely.**

***WILLIAM MELMOTH WALTERS, Esq., in the Chair.***

### LIST OF STEWARDS.

J. Addison, Esq., London.
W. J. D. Andrew, Esq., London.
H. C. Beddoe, Esq, J.P., Hereford.
T. D. H. Berridge, Esq., London.
T. Dolling Bolton, Esq., M.P, London.
G. Holme Bower, Esq., London.
H. Holland Burne, Esq, Bath.
H. Morten Cotton, Esq, London.
Sir Homewood Crawford, London.
Robt. Cunliffe, Esq, London.
R. L. Devonshire, Esq., London.
Grantham R. Dodd, Esq., London.
Walter Dowson, Esq, London.
Robt. Ellett, Esq, Cirencester.
R Enfield, Esq, Nottingham.
T. Musgrave Francis, Esq., Cambridge.
J. Roger B. Gregory, Esq., London.
H. E. Gribble, Esq., London.
Samuel Harris, Esq., Leicester.
B. F. Hawksley, Esq., London.
A. Helder, Esq., M.P., Whitehaven.
John Hollams, Esq., London.
E. Carleton Holmes, junr., Esq., London.
Henry Kimber, Esq, M P., London.
G. F. King, Esq, London.
Sir E. Wollaston Knocker, C.B., Dover.
Sir George H. Lewis, London.
J. S. Lickorish, Esq., London.
Edwin Low, Esq., London.
Dillon R. L. Lowe, Esq., London.
R J. A. Lumby, Esq, London.
Henry Manisty, Esq., London.
C. B. Margetts, Esq., Huntingdon.
F. P. Morrell, Esq., Oxford.
A. S. Munns, Esq, London.
F. Rowley Parker, Esq., London.
R Pennington, Esq., J.P., London.
T. J. Pitfield, Esq, London.
A. Pope, Esq, Dorchester.
S. A. Ram, Esq., London.
Thomas Rawle, Esq., London.
J. E. W. Rider, Esq., London.
T. Skewes-Cox, Esq, J.P., M.P., Richmond.
Granville Smith, Esq, London.
Sidney Smith, Esq, London.
Frank W. Stone, Esq., Tunbridge Wells.
A G. Taylor, Esq., Derby.
James Turner, Esq., London.
R. W. Tweedie, Esq., London.
Henry Tyrrell Esq., London.
R. L G. Vassall, Esq., Bristol.
A. Wightman, Esq, J.P, Sheffield.
Sir J. T. Woodhouse, J.P., M.P., Hull.
Harry Woodward, Esq., London.

The Right Hon. Lord Alverstone, with other distinguished guests, will be present to support the Chairman.
The Secretary will be happy to hear from members of the profession who may desire to add their names to the above List of Stewards.
Donations and Subscriptions to be included on the Festival List are earnestly solicited.
Dinner Tickets (25s. each) may be obtained of any of the Stewards, or at the Offices of the Association, 9, Clifford's-inn, London, E.C.